

# Certificated Collective Bargaining Agreement



**KEA**

**Kennewick Education  
Association**

**Kennewick Education  
Association  
And  
Kennewick  
School  
District**



**2016-2019**

# Terms of Agreement Certificated Contract

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

This agreement was bargained in accordance with RCW 41.59, the Educational Employment Relations Act and will remain in full force and effect **from Sept. 1, 2016 up to and including Aug. 31, 2019.** Either party may, upon written notice **no later than 60 days before the date of expiration,** give notice of its intent to negotiate a successor agreement.

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

IN WITNESS WHEREOF, the parties below sign and approve this agreement on the seventeenth (17<sup>th</sup>) day of August, 2016.

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

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**Natalie Nelson, President**  
Kennewick Education Association

**Bargaining Team**

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

**Bargaining Team**

David Campbell  
Jim Gow, Uniserv  
Janet Bell  
Diane Sundvik

Recorders: Kristi Parham, Patty Lord

Kennewick Education Association Ratified: July 21, 2016

Kennewick School Board Adopted: August 17, 2016

# ARTICLE I – ADMINISTRATION

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## SECTION 1: EXCLUSIVE RECOGNITION

The board hereby recognizes the association as the sole and exclusive bargaining representative for all professional certificated personnel, whether under contract or on leave, employed by the board. Representation will cover all personnel assigned to newly-created professional positions, unless the parties agree in advance that the positions are principally supervisory and administrative. Certain substitutes are members of the bargaining unit and have limited contract coverage, as defined in Article III, Section 11. Representation will exclude the following:

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

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

## SECTION 2: VIABILITY OF SIGNED AGREEMENTS

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

## SECTION 3: CONFORMITY TO LAW

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

## SECTION 4: STATUS OF THE AGREEMENT

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

## SECTION 5: CONTRACT COMPLIANCE

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

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

44 **SECTION 6: MAINTENANCE OF BENEFITS**

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

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

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

55

56 **SECTION 8: MANAGEMENT RIGHTS**

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

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61 **SECTION 9: SUBCONTRACTING**

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

# ARTICLE II - BUSINESS

64

## 65 SECTION 1: PAYROLL DEDUCTIONS

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

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

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

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

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

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

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

85

## 86 Fair Share Representation Fee (RCW 41.59.100)

87 No member of the bargaining unit will be required to join the association; however, those certificated  
88 employees who are not association members, but who are members of the bargaining unit, will be  
89 required to pay a fair share representation fee to the association. The amount of the fair share  
90 representation fee will be determined by the association and will be transmitted to the business office in  
91 writing. The fair share representation fee will be an amount less than the regular dues for the membership,  
92 in that non-members will be neither required nor allowed to make a deduction for a political action  
93 group. The fair share representation fee will be regarded as fair compensation and reimbursement to the  
94 association for fulfilling its legal obligation to represent all members of the bargaining unit (RCW  
95 41.59.100).

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

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

101

## 102 SECTION 2: OTHER DEDUCTIONS

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

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

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

114

### 115 **SECTION 3: ASSOCIATION RIGHTS**

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

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

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

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

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

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

# ARTICLE III - PERSONNEL

## SECTION 1: EMPLOYMENT OF CERTIFICATED EMPLOYEES

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

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

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

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

## SECTION 2: ACADEMIC FREEDOM

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

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

- A commitment to support the Constitution of the United States

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

- An insistence upon objective scholarship

- Utilization of current, district-authorized courses of study

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

A free interchange of ideas leading to clearer understandings at the maturity level of pupils must be expected as part of effective teaching. Any challenge of members of the professional staff relative to the use of educational materials on the basis of suitability, upon their presentation of ideas involving morality or patriotism, or upon their literary merit will receive the immediate attention of the employee(s).

The lodging of a complaint will not cause the suspension of a district-adopted course and/or its content without the mutual consent of the affected employee(s), in accordance with Policy No. 2310.

Supplementary materials used to augment adopted curriculum will only be suspended after a thorough review and consultation with the affected employee(s) and building administrator(s).

## SECTION 3: CERTIFICATED EMPLOYEE RIGHTS

### Individual Rights

Employees will be entitled to full rights of citizenship. There will be no discipline or discrimination with respect to the employment of an employee due to race, creed, color, marital status, sex, age, sexual orientation, national origin, political activity (or lack thereof), or the presence of any sensory, mental, or physical disability. The prohibition against discrimination because of a disability will not apply if the

174 particular disability prevents (after reasonable accommodation under the provisions of the Americans with  
175 Disabilities Act) the proper performance of the work involved and no alternative work can be found. The  
176 rights granted in this section are deemed to be in addition to those provided elsewhere.

#### 177 **Right to Join and Support Association**

178 Employees will have the right to self-organization, and/or to form, join, or assist the association to bargain  
179 collectively. The board will not directly or indirectly discriminate against any employee by reason of  
180 membership in the association, or by reason of participation in any grievances, complaints, or proceedings  
181 covered under this agreement.

#### 182 **Right to Due Process**

183 All complaints will be called to the attention of the employee as soon as possible.

184 An employee can request to have a representative of the association present. When a request for  
185 representation is made, no action will be taken with respect to the informed employee until a  
186 representative of the association has had an opportunity to be present. No hearing will be delayed more  
187 than five workdays due to the unavailability of the employee's requested representative.

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

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

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

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

197

### 198 **SECTION 4: PERSONNEL FILES**

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

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

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

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

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



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

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## 221 SECTION 5: EVALUATION PROCEDURES

222 See Appendix section of this contract.

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## 224 SECTION 6: PROBATIONARY PROCEDURES

225 See Appendix section of this contract.

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## 227 SECTION 7: GRIEVANCE PROCEDURE

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

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

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

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

### 243 Definitions

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

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

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

### 255 Procedures and Steps

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

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

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

267 **Step 1 - Immediate Supervisor**

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

273 **Step 2 - Appeal to Superintendent**

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

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

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

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

294 **Step 4 - Binding Arbitration**

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

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

302 During the arbitration, neither the district nor the association will be permitted to assert any evidence not  
303 previously disclosed to the other party. Each party will bear the full costs for its side of the arbitration and  
304 will pay one-half of the costs for the arbitrator and any administration fee for arbitration.

305 **Freedom from Reprisals**

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

308 **Powers of Arbitrator**

309 The arbitrator will have no power to alter, add to, or subtract from the terms of this collective bargaining  
310 agreement.

311 **Election of Remedy**

312 An employee receiving notification of non-renewal of contract, discharge, or adverse effect may challenge  
313 imposed discipline through the grievance procedure. If an employee invokes his/her rights under statute  
314 to challenge the discipline, and continues to pursue the statutory appeal process, the parties agree that the  
315 association may not advance the grievance on behalf of the employee to the arbitration step. The  
316 association may advance the grievance to the arbitration step on behalf of the employee if the employee  
317 agrees to waive his/her right to challenge the discipline under applicable statute, said waiver to be in  
318 writing. In the event the employee waives his/her right to challenge proposed discipline through the  
319 statutory appeal process, and instead grieves the discipline through the association to arbitration, the  
320 proposed discipline shall be held in abeyance until an adverse ruling is received from the arbitrator.  
321 Holding proposed discipline in abeyance does not prevent the employer from placing the employee on  
322 paid administrative leave until a ruling is received.

323 **Release Time**

324 Grievances will ordinarily be processed during the regular workday, and release time will be provided for  
325 all participants in the investigating and processing of grievances, including the grievant, association  
326 representatives, and witnesses.

327

328 **SECTION 8: LAYOFF AND RECALL**

329 In the event the district anticipates a significant loss in revenue, a reduction in force may be instituted.  
330 Prior to eliminating any certificated positions, both parties will review and negotiate all elements of the  
331 contract funded by sources other than the state Basic Education Act (BEA) funding.

332 Reductions will not be made without thorough review of programs and options available. The board will  
333 notify the association of the proposed layoff **by May 15** and will provide to the association a report of the  
334 financial situation, anticipated program changes, and needed staffing levels.

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

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

340 **Layoff Procedure**

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

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

348 The district will compile and publish a state seniority list **by March 1**. The state seniority list will be posted  
349 in each building and five copies will be given to the association. Challenges to seniority placement will be

350 made in writing to the Human Resources office **by March 31**. A corrected seniority list will be published  
351 and posted in each building; five copies will be given to the association **by April 15**.

### 352 **Ties in Seniority**

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

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

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

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

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

370

371 Employment of substitutes will come from those certificated employees on layoff status, except in those  
372 cases when no certificated employee is available and qualified for the position. There will be no challenge  
373 to the unemployment compensation of any bargaining unit member on layoff status who declines casual  
374 substitute employment, except those individuals who have already been accepting substitute employment.

375 Upon the request of an employee, the district will make provision for the continuance of an employee's  
376 participation in any district group insurance program. The employee will pay the entire premium to the  
377 district payroll office on a monthly basis, as required by the payroll office.

### 378 **Evaluation Notation**

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

### 382 **Recall**

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

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

390

391

392 **SECTION 9: ASSIGNMENT AND TRANSFER**

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

396 Employees new to the district will remain in their original assignment for the first year of employment. A  
397 copy of the school's schedule for the following school year will be made available to each employee by  
398 **June 1**. It is understood that in creating schedules, minor adjustments to individual assignments may be  
399 necessary due to normal fluctuations in student populations and program needs. The parties agree such  
400 adjustments will not be considered a reassignment as defined herein. Assignment adjustments will be  
401 made in a manner that minimizes changes to employees' current assignments to the greatest extent  
402 possible. In the event it becomes necessary to reassign employees following the notification, the  
403 immediate supervisor will consult with the affected employee and notify the Association president, citing  
404 the reasons the reassignment is needs to occur. In the event an employee is unavailable for consultation,  
405 the employee will be consulted as soon as possible upon his or her return. Assignment changes after June  
406 1<sup>st</sup> will not be the normal practice of the District and will be done only out of necessity.

407 **Definitions of Terms**

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

412  
413 An "assignment" shall mean an employee's placement in a particular grade level, subject area(s) and  
414 subject sections (specific courses), or specialty area within a building.

415  
416 A "reassignment" shall mean a change in an employee's assignment other than a minor change as defined  
417 above.

418  
419 A "transfer" shall mean a change of an employee's worksite which may or may not involve reassignment.

420  
421 An "employee transfer/reassignment request" is one initiated by the employee for a change in assignment  
422 in the same building or in a different building.

423 An "administrative transfer/reassignment" is an administratively initiated change in department, grade  
424 level, subject matter, or building.

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

429  
430 Where the District's action would not contradict the intent of this section, the Association recognizes that  
431 the District gets to determine the required and preferred qualifications for positions posted under this  
432 contract. The District agrees to limit the required qualifications to certifications and endorsements for  
433 the majority of these positions. The District and the Association agree there may be cases when  
434 requirements for internal candidates beyond certification and endorsement may be desirable and  
435 beneficial for special positions. Additional qualifications will be limited to language requirements

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

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

#### 442 **Ties in Seniority**

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

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

#### 451 **District Seniority List**

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

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

458

#### 459 **Internal Hiring Practices**

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

#### 464 **In-building/In-District Placement Procedure**

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

479

480

481 **Summer Vacation**

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

494  
495 **Procedures for Opening a New School**

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

- 498
- 499 1. The Assistant Superintendent of Human Resources shall cause to be placed on file in the Human  
500 Resources Office the proposed organizational plan of the school as soon as said plan is available.
- 501 2. The organizational plan shall set forth the number of positions at the new site together with  
502 required qualifications for each position.
- 503 3. A "Core Team," may be developed at the request of the new building Principal, the Assistant  
504 Superintendent of Human Resources and the Association.
- 505 a. A written application will be developed by the Principal, Assistant Superintendent  
506 of Human Resources or designee, the Association President and designee. (thus  
507 allowing for 4 total).
- 508 b. Employees will be ranked and selected in order of qualifications, seniority and  
509 interest by a committee consisting of the Principal, Administrative Representative  
510 and two Association representatives to be appointed by the Association President.
- 511 4. The "Core Team" members will be mutually agreed upon by representatives of KSD and KEA and  
512 will be appropriate to the level and size of the school being opened.
- 513 5. The remainder of the positions for the new school will be posted by a mutually agreed upon date  
514 and filled in accordance with provisions of this agreement used for all vacancies.
- 515

516 **Vacancies for the Subsequent School Year**

- 517
- 518 1) A principal will notify the Association and all building staff by email of vacant positions for the  
519 subsequent school year within the building as soon as they are available for posting.
- 520 2) In-building/In-district staff will have eight school days, or eight working days during the summer to  
521 apply for a vacant position through the online application system.
- 522 3) The employee may choose but will not be required to meet with the building administrator to  
523 understand the building practices, procedures and initiatives specific to the position to which they  
524 are applying.

- 525 4) After eight days if an in-building employee is qualified for the position, the principal will offer the  
526 employee the position. In the case that more than one in-building employee is interested in a  
527 position, the position will be offered to the qualified and senior employee.  
528 5) If a position is not filled in-building after the eight day period, the position will be offered to the  
529 qualified, most senior in-district applicant, if any.  
530 6) Teachers with a summative evaluation score of 1 or 2 are not eligible to transfer unless agreed  
531 upon by the District and Association.  
532

533 **Vacancies during the School Year**

- 534
- 535 1) All transfers/reassignments will take place at the beginning of the school year.  
536 2) Vacancies will be filled at the beginning of the following year with internal candidates before any  
537 outside candidates as long as qualifications are met under the definition of qualifications outlined  
538 in this section. Vacancies will be filled in-building first, followed by in-district candidates.  
539 3) The employee may choose but will not be required to meet with the building administrator to  
540 understand the building practices, procedures and initiatives specific to the position to which they  
541 are applying.  
542 4) In the event a leave is granted during the school year, that position will be filled with an employee  
543 on a non-continuing leave replacement contract.  
544 5) The District will post vacancies occurring during the school year as soon as such vacancies are  
545 known.  
546 6) If a district employee is selected for a vacancy during the school year, he or she will be  
547 transferred/reassigned at the beginning of the next school year. The District may fill the vacancy  
548 with a non-continuing leave replacement contract employee (RCW 28A.405.900) provided there  
549 will be no more employees on a non-continuing contract than on leave.  
550 7) A vacancy no in-district employee applies for or is qualified for will be filled with a regular,  
551 contracted employee. Vacancies will be posted for at least five days prior to filling the position. A  
552 copy will be sent to the Association and posted by email in each building.  
553 8) An employee who wishes to apply for a transfer/reassignment to a posted vacancy can apply as an  
554 internal candidate through the District's online application system by the closing date, or as long  
555 as the position is posted.  
556 9) Employees applying for transfer/reassignment to a vacancy will be considered on the basis of  
557 qualifications and seniority.  
558 10) When a position has been filled, the Human Resources office will notify, in writing, each  
559 employee whose request for transfer/reassignment was not granted within five days of the closing  
560 date. Employees have the right to request the specific reason they were not selected for a position.  
561

562

563 **Administrative Transfers/Reassignments**

- 564
- 565 1) Notice of an administrative transfer/reassignment will be given to the affected employee as soon as  
566 the decision to transfer is determined. If no employee is affected due to lack of qualifications, the  
567 least senior employee will be selected as long as academic program requirements can be met.  
568 2) An administrative transfer/reassignment will be made after the affected employee has been  
569 personally contacted by the building principal or Human Resources administrator and told the



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

598 **SECTION 10: STAFF PROTECTION**

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

602	General Liability Bodily Injury	\$300,000 per occurrence
603	General Liability Property Damage	\$100,000 per occurrence
604	Automobile Liability Bodily Injury	\$250,000 per person
605		\$500,000 per occurrence
606	Automobile Liability Property Damage	\$100,000 per occurrence

607 Errors and Omissions Liability Insurance coverage will provide limits as follows: \$500,000 per occurrence;  
 608 \$500,000 aggregate.

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

612 **Threats to an Employee**

613 Threats of injury or death to employees, including substitutes, will be investigated. An employee who is  
 614 threatened by any person or group while carrying out assigned duties will immediately notify his or her  
 615 supervisor, or be notified by the supervisor in the event the employee is not already aware of the situation.

616 The supervisor will notify the superintendent and assistant superintendent of secondary or elementary  
617 education. The employee or supervisor will have the option of notifying the police.

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

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

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

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

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

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

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

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

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

653 **Property Damage**

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

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

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

667 **Personal Injury**

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

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

678 **Hepatitis B Inoculations**

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

684 **Safety Issues**

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

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

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

692 **Copyrights and Patents**

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

697

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

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

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

705 Employee contracts are defined below.

706 **Continuing Contracts**

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

710 **Non-continuing Contracts**

711 **Leaves**

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

717 **Retire-Rehire**

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

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

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

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

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

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

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

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

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

736 **Substitute Employees**

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

738 **Sporadic Days**

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

742 **1-20 consecutive days in the same assignment**

743 Employees receive substitute pay.

744 **21-90 days in the same assignment**

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

747 **Days 91-Beyond**

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

750 Substitute employees have no other coverage under this contract.

751 **Job Sharing**

752 Two district employees may share a 1.0 FTE contract.

753 **Copies of Contract**

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

756 **Payment**

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

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

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

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

767 **Length of Contract**

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

772 **Length of Workday**

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

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

781

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

784 1) Split shifts will not occur.

- 785 2) The employee's workday will be as written above, unless the need for building facilities warrants his  
786 or her preparation time be spent outside the school building, at which time other arrangements  
787 can be made, at the principal's discretion.
- 788 3) Librarians, counselors, elementary music employees, and elementary P.E. employees will work a  
789 regular school day, with the beginning time determined by the building principal.

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

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

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

- 796 1. When continuous blocks of student contact time are 2.5 hours or longer and not separated by a five (5)  
797 minute passing time without student supervision, recess or other breaks in the daily schedule, employees  
798 will receive regularly scheduled coverage.
- 799 2. Employees will receive regularly scheduled coverage when their classrooms are in portables without  
800 bathroom facilities, or when bathroom facilities are not within a short walking distance.
- 801

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

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

### 821 **Elementary and Middle School Early Release**

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

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

829 In consultation with their principal, teachers may spend part of each early release day, or an entire day  
830 intermittently, individually completing work related to planned instruction.  
831 Any decision to change the day of the week for early release will be agreed upon by the Association and  
832 the District.

833

#### 834 **High School Early Release**

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

839

#### 840 **Meetings (Other than Special Services required meetings)**

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

844

#### 845 **In-building Substitute Coverage**

846 Every attempt will be made by the building principal to provide substitute employees for absent  
847 employees.

848 At the secondary level, all employees asked to cover classes during their preparation periods will receive  
849 pay at their per diem rate or the curriculum rate, whichever is higher.

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

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

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

#### 857 **Release from Contract**

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

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

## 867 **SECTION 12: SALARIES**

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

- 870 1) Under the rules of OSPI, employees will be allowed full credit for previous experience. Likewise,  
871 all employees will be given full credit for all academic and in-service credits recognized by OSPI for

- 872 salary placement. Years of experience will be calculated to the nearest 10th for persons who have  
873 been employed for less than 180 days in any 12-month period.
- 874 2) Military service that interrupts an employee's teaching will be considered the same as teaching  
875 experience, to the maximum allowed under OSPI rules.
  - 876 3) Official transcripts must be turned in to the Human Resources office **by Sept. 15 or within 45**  
877 **calendar days of hire**, whichever is later, in order to be counted for salary schedule advancement  
878 for the school year. The only exception will be for classes taken the previous summer. If official  
879 transcripts are not available, grade slips or written verification from the educational institution may  
880 be substituted. Official transcripts must be filed by the first working day following winter break.  
881 Failure to provide the transcript as required may result in pay being withheld until the transcript(s)  
882 is/are filed with the Human Resources office. If official transcripts are unavailable for any reason,  
883 the employee will contact the university registrar or previous employer for written verification of  
884 the problem. That verification can be put in the employee's file in place of the documentation  
885 until the documentation arrives, with no delay in compensation to the employee. Salary  
886 adjustments due to additional credits will be made **on the October payroll**.
  - 887 4) Credits earned after the baccalaureate degree will be counted toward salary schedule advancement,  
888 as per rules and regulations of OSPI.
  - 889 5) Days worked beyond the 180 contracted workdays will be paid by supplemental contract, at the  
890 individual employee's daily rate of pay.
  - 891 6) State approved in-service credits (clock hours) will be counted as college credit for salary schedule  
892 purposes at the rate of 10 clock hours for each credit.

### 893 **Longevity/Mentoring Pay**

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

897

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

900

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

903

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

906

### 907 **Career and Technical Education Employee Salary**

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

912

913

914



915 **Time, Responsibility, and Incentive (TRI)**

916 **Extra Time**

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

- 919 1) 3.75 hours the last weekday before school starts for district activities and 3.75 hours the last  
920 weekday before school starts for individual employee preparation for the opening of school.
- 921 2) 7.5 hours for the annual parent/employee/student conference day, to be held **between the hours**  
922 **of 12:30 p.m. and 8 p.m.**
- 923 3) 7.5 hours for the Focus on Instruction Day, as agreed upon by the district and the association,  
924 commensurate with goals of the district's strategic plan.
- 925 4) 7.5 hours for building professional development activities. These activities must be related to each  
926 building's school improvement plan or be a condition of employment. During years when/if it is  
927 mutually agreed upon by the district and the association, these activities may be used in no less than  
928 3.75 hour increments, as determined by each building's principal in consultation with the building's  
929 staff or site council
- 930 5) 3.75 hours for employees to work individually in their buildings preparing their classrooms for the  
931 school year.
- 932 6) 15 hours for district/building professional development activities. These are the former state funded  
933 LID days.
- 934 7) 7.5 hours for district professional development activities related to TPEP, Common Core, or other  
935 current topics in education (beginning in 2013-14).
- 936 8) 3.75 hours for building professional development activities related to TPEP, Common Core, or other  
937 current topics in education beginning in 2013-14).
- 938 9) 7.5 hours for TPEP training funded by the state for 2013-14 only. This day only exists for the 2013-14  
939 school year unless the state specifically funds it again in following years.
- 940 10) 3.75 hours for attendance at Open House (beginning in 2014-15).
- 941 11) 3.75 hours for building professional development activities (beginning in 2014-15)
- 942 12) 3.75 hours for building professional development activities (beginning in 2015-16).

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

946 **Responsibility**

947 1) 221.25 per diem hours (29.5 per diem days) will be paid on a Responsibility Schedule (formerly TRI  
948 Schedule) for self-development and/or job responsibilities, including TPEP self-evaluation and goal  
949 setting. This total includes 7.5 hours (formerly \$300 Professional Development funds) and 3.75 hours  
950 (formerly in the Time section above to do Safe Schools training).

951  
952 2) If the state reduces the SAM schedule by any portion of the 1.8% COLA during the length of this  
953 agreement (2016-2019), the reduction will not be applied to the Responsibility Schedule.  
954  
955

956 **Responsibility Schedule (formerly TRI Schedule)**

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

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

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

962

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

964

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

970

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

976 # of Assigned IEPs	# of Hours	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>
977 Up to 30	30	30	37.5	45
978 31-35	33.75	33.75	41.25	48.75
979 36-40	37.5	37.5	45	52.5
980 41-45	41.25	41.25	48.75	56.25
981 46-50	45	45	52.5	60
982 51-55	48.75	48.75	56.25	63.75
983 56+	52.5	52.5	60	67.5

984

985 **Psychologists**

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

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

992 **Speech and Language Pathologists**

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

999 **Occupational Therapists/Physical Therapists**

1000 A total of 45 per diem hours will be provided for occupational therapists/physical therapists to use for  
1001 work that cannot be done during the normal contracted workday, i.e. MDTs, IEPs, ITPs, parent

1002 conferences, home visits, building meetings, and district Special Services meetings, consultations with  
1003 medical personnel, time to procure equipment, and time to write reports. This time may consist of  
1004 preparing before the school year and finishing after the end of the school year. This time will be logged  
1005 and submitted to the administrator of Special Services for authorization.

1006

1007 **Vision and Bilingual Education Assessment Specialists**

1008 Employees in these categories may request from the Special Services Director additional paid time at their  
1009 per diem rate in the event of exceptional circumstances that warrant such additional time.

1010

1011 Special Education Itinerant Staff will be released from attendance at Building/District Professional  
1012 Development days not directly related to their job functions, except days, or portions of days used for  
1013 building business, and will instead have individual or collaborative time to review student files/IEPs, plan  
1014 appropriate programs/placements, or to perform other related duties.

1015

1016 **Librarians, and Career and Technical Education Employees**

1017 Days beyond 180 will be paid at an employee's per diem rate. Librarians will receive five days. Career and  
1018 technical education personnel will receive supplemental contracts from supervisors.

1019

1019 **Secondary Counselors**

1020 Days beyond 180 will be paid at an employee's per diem rate. Secondary counselors will receive 10 days.  
1021 To access five of these days, secondary counselors need to obtain prior approval from an immediate  
1022 supervisor.

1023

1023 **Elementary Counselors**

1024 Days beyond 180 will be paid at the employee's per diem rate. Elementary counselors will receive five (5)  
1025 days. To access these days, elementary counselors need to obtain prior approval from an immediate  
1026 supervisor.

1027

1028 All counselors may access an additional 7.5 hours of per diem pay to work on 504 plans associated with  
1029 Individual Health Plans. Counselors need to obtain prior approval from their immediate supervisor to  
1030 access these hours. Additionally, counselors may also request to be released from one (1) professional  
1031 development day prior to the start of school for the purpose of completing 504 plans associated with  
1032 Individual Health Plans.

1033 Counselors may request to be released from their daily duties if they need additional time to complete 504  
1034 plans associated with Individual Health Plans.

1035

1036 **Bilingual Teachers**

1037 Bilingual teachers who develop and/or translate curriculum in a language other than English will be  
1038 compensated for their additional time at their per diem rate. This work must be pre-approved by the  
1039 principal and/or the Bilingual Program Coordinator.

1040

1041 **SECTION 13: ADDITIONAL RESPONSIBILITIES**

1042 **Division Chairperson Stipends**

1043 Division Chairperson positions will be established at Kamiakin High School, Kennewick High School,  
1044 and Southridge High School. The following is an example of how they can be established:

- 1045 Art
- 1046 Career and Technical Education – 3 representatives
- 1047 Counseling
- 1048 Health & Fitness
- 1049 Language Arts
- 1050 Library
- 1051 Mathematics
- 1052 Music/Performing Arts
- 1053 Science
- 1054 Social Studies
- 1055 Special Services
- 1056 World Languages
- 1057 One Position (to be determined by each building)

1058 Phoenix High School and Legacy High School will have a team leader position at a ratio of one team  
 1059 leader for every five certificated employees. No building will have less than one team leader position. For  
 1060 purposes of this section, Legacy High School includes Legacy High, Legacy Online, Juvenile Justice  
 1061 Center, CATS, Day Reporting, Reach, and any other programs that are administered by Legacy High  
 1062 School leadership.

1063 A Division Chairperson will receive a stipend of 3% of his or her employee’s salary.

1064 Site councils at the high schools will determine the configuration of the 15 Division Chairperson  
 1065 positions, with the concurrence of the principal. Site councils must have a working charter and be  
 1066 approved by the district Site Council Committee. A building without a site council may not determine the  
 1067 configuration of the 15 Division Chairperson positions. Those buildings will use the configuration noted  
 1068 above.

1069 Each middle school will be configured in a similar manner and will have 10 team leaders.

1070

1071 Each elementary school will receive five (5) stipends of 2% of the employee base, consisting of one for  
 1072 primary, one for intermediate, and one for specialists to be voted on by their group. A job description will  
 1073 be agreed upon by the Association and the District for these three (3) positions before implementation.  
 1074 The other two positions and their duties will be determined by members of the Site Council.

1075

1076 **Curriculum Rate**

1077 The district’s hourly curriculum rate is .001 of the base salary on the Washington State Salary Allocation  
 1078 Schedule.

1079 **Additional Responsibility Schedule**

1080 Salaries will be given only for assigned positions. Salary recognition will be given for substitute activities  
 1081 when approved by the building administrator and the school district, provided the number of positions at  
 1082 each school remains substantially equal, as described in the Certificated Co-curricular Salary Schedule, as  
 1083 they pertain to this contract. The schedule will not require the school or the district to fill positions where  
 1084 participation, ASB financing, or qualified personnel are lacking.

1085 **Teacher in Charge**

1086 A Teacher in Charge is a designated, certificated employee at secondary schools that have one or no  
 1087 administrator, who acts as the principal in the principal’s absence. A teacher in charge will be paid a  
 1088 stipend at a rate of .075 x the base salary on the Washington State Salary Allocation Schedule (SAS).

1089 For purposes of this section, the Teacher in Charge at Legacy High School will also oversee Legacy Online,  
1090 Juvenile Justice Center, CATS, Day Reporting, Reach, and any other programs that are administered by  
1091 Legacy High School leadership.

1092

1093 **Advisory**

1094 A certificated high school employee assigned to manage an advisory will be paid up to 1.2 hours at the  
1095 curriculum rate for work performed outside the contracted workday during each of the advisory weeks.  
1096 (Twelve weeks maximum.) To access these funds, employees will complete a district form twice each school  
1097 year and submit those forms to their building administrators **on or before the payroll cutoff date in**  
1098 **January and on or before the payroll cutoff date in June.** Payment for advisory will be made **on the**  
1099 **January and June payrolls.**

1100 Advisory will not be subject to observations or evaluations.

1101

1102 **Middle School Advisory Pilot at Desert Hills Middle School See also MOU's in Addendum**

1103 A certificated middle school employee assigned to an advisory will be paid a stipend of \$250 for work  
1104 performed outside the contracted workday during the 2014-2015 school year. This work will include 16  
1105 advisory sessions throughout the school year and Student Led Conferences in November. Employees will  
1106 receive a contract for the additional stipend in the fall. Advisory will not be subject to observations or  
1107 evaluations.

1108

1109 **Summer School and Tri-Tech Summer School**

1110 Employees who teach in the basic education summer school program will be paid at the curriculum hourly  
1111 rate.

1112 All employees who teach in the Tri-Tech Skills Center summer school program will be paid at the  
1113 curriculum hourly rate.

1114 Employees who teach summer school will be provided paid preparation time of a minimum of 20 minutes  
1115 per instructional hour taught.

1116 Employees teaching summer school may use accumulated sick leave during their summer school  
1117 employment. The number of hours used will correspond to the number of hours taught.

1118 **Academic Excellence**

1119 The district agrees to provide each high school with \$5,000 in supplemental contracts, minus benefits, to  
1120 promote academic excellence. These funds can only be used for classes, programs, or activities where there  
1121 is direct instruction.

1122 The district agrees to provide each middle school with \$2,000 in supplemental contracts, plus benefits, to  
1123 promote academic excellence. These funds can only be used for classes, programs, or activities where there  
1124 is direct instruction.

1125 Only employees can receive academic excellence contracts. For more information on Academic Excellence  
1126 Funds, see the item in the appendix titled "Building Site Council Budget Items."

1127 Any funds remaining in this budget at the end of the fiscal year will be rolled into the health care pool on  
1128 an annual basis.

1129 **Supplemental Contracts**

1130 **Co-curricular Activities**

1131 Employees who instruct high school classes tied to high school academic credit who are compensated for  
1132 instruction time outside the contracted school day will be paid with supplemental contracts based on the  
1133 Certificated Co-curricular Salary Schedule. These classes are instrumental music (Group 2), vocal music  
1134 (Group 4), leadership (group 5), journalism (Group 7), and yearbook (Group 7).

1135 Payment for supplemental contracts will be made monthly during the activity.

1136

1137 **SECTION 14: INSURANCE BENEFITS**

1138 **Health Care Allotments**

1139 The district will contribute the state-funded amount provided for insurance benefits to each full-time  
1140 employee. A prorated amount, based on full-time equivalency, will be provided for all part-time employees  
1141 with .4 FTE or greater employment status.

1142 **Eligibility**

1143 Health care plans are available for individual employees. In addition to themselves, individual employees  
1144 may also cover their spouses, domestic partners and/or families.

1145 Registered domestic partners as defined by the State of Washington (RCW 26.60.030) shall be eligible for  
1146 all insurance benefits/leaves, in the same manner as spouses, under the terms of this agreement. This  
1147 includes partners of the same sex, and partners of the opposite sex where at least one partner is sixty-two  
1148 (62) years of age or older.

1149 **Programs**

1150 The health care programs available to members are listed below.

1151 **Required:**

1152 Dental (Self-Insured)

1153 Vision (Vision Service Plan)

1154 Group Term Life (Standard Insurance)

1155 Long Term Disability (Standard Insurance)

1156 **Voluntary:**

1157 Blue Cross Medical

1158 Group Health Northwest

1159 Other medical plans as agreed upon by the District and the Association.

1160 Short-term disability is available to members at any time. Enrollment forms are available in the benefits  
1161 office.

1162 Other programs are available to employees but are not funded from the amount provided by the district.  
1163 A list of the programs eligible for payroll deduction is available at the district payroll office.

1164 The district and association mutually determine the required and voluntary plans. These plans may not be  
1165 implemented without prior written agreement of the district and association.

1166

1167 For the 2016-2017 school year only, the District will give each employee a one-time \$500 (per full-time  
1168 FTE) allocation in the form of a VEBA contribution, payable in their January 2017 paycheck.

1169 For the 2017-2018 school year only, the District will give each employee not enrolled in WEA Plans 2,3 or  
1170 5 a one-time \$500 (per full-time FTE) allocation in the form of a VEBA contribution. Employees

1171 enrolled in WEA plans 2, 3 or 5 will receive a one-time \$250 (per full-time FTE) contribution payable in  
1172 their January paycheck.

1173

1174 For the 2018-2019 school year only, the District will give each employee not enrolled in WEA plans 2, 3  
1175 or 5 a one-time \$500 (per full-time FTE) allocation in the form of a VEBA contribution. Employees  
1176 enrolled in WEA plans 2, 3 or 5 will receive a one-time \$250 (per full-time FTE) allocation in the form of  
1177 a VEBA contribution payable in their January paycheck.

1178

1179

### 1180 **Enrollment Period**

1181 Enrollment will be for a 30-day period and will be completed **by Oct. 1**. When the enrollment period  
1182 ends, no insurance options may be added or deleted during the contract year except for changes in family  
1183 status, job status, full-time equivalency status, or extreme financial hardship. In the event of any change in  
1184 full-time equivalency, the district contribution will be recalculated.

1185 If an employee is hired **after Oct. 1**, he or she may enroll in approved plans within 30 days of hire.  
1186 Coverage will begin the first day of the month following the date of hire, provided the employee has  
1187 worked at least half the scheduled days in his or her first month of hire.

1188 When termination takes place during a school year, an employee will receive insurance benefits for the  
1189 month in which he or she is terminated. If he or she works more than half the work days in the month of  
1190 termination, coverage will continue through the following month. When termination takes place at the  
1191 end of a school year, an employee will receive insurance benefits **through Sept. 30** of that calendar year.

1192 If a full-time employee's spouse/domestic partner is employed part-time (.5 FTE or less), the full-time  
1193 employee is eligible for the family coverage under the required health programs. Part-time employees have  
1194 the option for family dental or vision coverage under the required health programs.

1195 All employees are eligible to participate in the Section 125 flexible pay plan. Participation may include out-  
1196 of-pocket premium costs for one or more district-approved insurance plans.

### 1197 **Sharing Health Care Contributions**

1198 Spouses/domestic partners who are both employees of the district may choose to combine their district  
1199 contributions to cover the cost of the insurance options they select.

1200 Spouses/ domestic partners who are both employees of the district but are in different district employee  
1201 groups may choose to combine their district contributions to cover the cost of the insurance options they  
1202 select, provided the group's contract allows sharing health care contributions. Any funds that remain after  
1203 they have combined their district contributions will be prorated and divided between the health care pools  
1204 of the groups to which they belong. This provision is contingent on language in other district group  
1205 contracts.

1206 Employees who share health care contributions will continue to share health care contributions until one  
1207 of the employees contacts the district to request a change.

### 1208 **Health Care Pool**

1209 The district will establish a pool of money to help defray health care costs. The district contribution to the  
1210 health care pool is \$390,000.

1211 After each employee has made a selection of benefits, his or her individual allotment from the state health  
1212 care fund will be deducted from the total state health care fund. Any money left in the state health care  
1213 fund will be pooled with the additional \$390,000 contribution from the district as specified above.

1214 **Insurance Tiers**

- 1215 1) Those employees who choose single coverage will receive individual monthly allotments of up to \$  
1216 24 from the pool to cover out-of-pocket expenses.
- 1217 2) After the funds in provision #1 have been removed from the pool the remaining funds will be  
1218 equally divided into monthly allotments for employees who choose plans other than single  
1219 coverage.
- 1220 3) \$90,000 of the overall health care pool will be divided and added to the monthly allotments of  
1221 those members who choose coverage for themselves and their spouses or domestic partners or for  
1222 those members who choose full family coverage, which includes spouses or domestic partners.
- 1223 4) A separate amount of \$10,000 will be set aside to help defray insurance costs for those employees  
1224 whose insurance costs increase **after Oct. 1** as a result of changes in family status or an employee's  
1225 spouse's/ domestic partner's job status. Employees who receive money from this fund can only  
1226 receive up to the same amount of assistance given to people accessing the other part of the health  
1227 care pool. Any funds remaining in this budget at the end of the fiscal year will be rolled into the  
1228 largest part of the health care pool on an annual basis.

1229  
1230 **Insurance Committee**

1231 The parties agree to participation in an insurance composed of representatives from KEA, appropriate  
1232 central office administrators, and all other employee groups that choose to participate. Each group will  
1233 appoint its representatives based on their own internal processes. The committee will study insurance  
1234 programs, review bids, make recommendations regarding insurance programs and seek opportunities to  
1235 educate employees about evaluating and choosing insurance coverage. Participation in a District  
1236 insurance committee with other bargaining unit representatives does not waive the Association's right to  
1237 bargain over insurance plans/benefits. The committee will meet monthly beginning in September and  
1238 share information with the general membership.

1239  
1240 **Health Care Authority (the "carve-out")**

1241 The Health Care Authority contribution will be paid in full by the district.

1242 **VEBA Health Reimbursement Plan**

1243 The district and association have adopted the VEBA Health Reimbursement Plan. The district agrees to  
1244 facilitate employee contributions to the plan and will add 10 cents for each dollar contributed by each  
1245 employee, according to the VEBA age-based contribution rates, as applied to the program in 2007-08.  
1246 Each eligible employee must submit a completed and signed membership enrollment form to become a  
1247 plan participant and be eligible for benefits under the plan.

1248 Organization and management of the plan will be subject to the mutual agreement of the district and  
1249 association. A copy of the Memorandum of Understanding between the district and association about  
1250 organizing and managing this plan can be found in the appendix of this contract.

1251 Employees must vote annually to adopt this plan.

1252 **VEBA Sick Leave Conversion Medical Reimbursement Plan**

1253 The district has adopted the VEBA Sick Leave Conversion Medical Reimbursement Plan, pursuant to  
1254 RCW 28.A400.210, and agrees to make contributions to the plan on behalf of all employees who have  
1255 excess sick leave conversion rights.

1256 In accordance with the statute, contributions on behalf of each eligible employee will be based on the  
1257 conversion value of sick leave credits the employee has accumulated at the time of his or her retirement or  
1258 separation from the district. As per statute, all eligible employees will be required to sign and submit to



1259 the district a VEBA membership form that includes a “Hold Harmless” agreement. If an eligible employee  
1260 fails to sign and submit this agreement, he or she will not be permitted to participate in the plan at any  
1261 time during the term of this contract. Without a signed agreement, an employee’s excess sick leave  
1262 conversion rights will be forfeited for the term of the contract.

1263 All employees who retire or separate from service and who meet the eligibility requirements in RCW  
1264 28A.400.210 during the term of this contract will be eligible for contributions to the plan. State law allows  
1265 up to 180 days to be contributed to the plan on behalf of a retiring employee. For retiring employees,  
1266 “excess sick leave” is defined as sick leave days that accrue for an employee during the term of this  
1267 contract.

1268 Annual participation in the plan is limited to those employees who have accumulated at least 180 days of  
1269 unused sick leave as of the effective date of this contract. To be eligible for annual participation in the  
1270 plan, employees must have accumulated at least 180 days of unused sick leave on the date this contract  
1271 goes into effect. The terms of this VEBA agreement will be renewed every year **by the end of December**  
1272 based on a vote of the eligible membership.

1273

## 1274 **SECTION 15: LEAVES**

### 1275 **Sick Leave**

1276 As used in this section, employee's “relative” means the employee’s spouse, domestic partner, (For  
1277 definition: see Section 14: Insurance Benefits), child, stepchild, grandchild, grandparent, parent, sibling,  
1278 or other close relative by blood or marriage. “Household members” means those people who reside in the  
1279 same house as a family unit. This term includes foster children and legal wards, even if they do not live in  
1280 the same household.

1281 Twelve days of leave per year will be credited on the September payroll to employees and will accumulate  
1282 to a maximum of 180 days, without deduction of salary for illness (mental and/or physical), injury, or  
1283 emergencies. Employees from within the state will be granted leave credit according to state laws that  
1284 provide for transfer of accumulated leave from the previous district. The Human Resources Department  
1285 may require a physician’s statement of illness when an employee misses 5 or more consecutive days of  
1286 work or 5 days of work within a 30 day work period.

1287 An employee who has exhausted sick leave as a result of a major extended illness that could result in  
1288 temporary or permanent disability will be granted leave with only the amount of the substitute's pay  
1289 deducted from the employee's salary for a period of no more than 60 contract days. This provision is  
1290 available for application by any individual employee every three years. Even if the substitute’s pay exceeds  
1291 the employee’s salary, the district will still continue to pay the employee’s benefits for the remainder of the  
1292 60 days.

1293 Sick leave will be granted to employees, as needed, for unexpected emergencies that require immediate  
1294 action. Emergencies could include the need to handle business that arises as a result of the death of a  
1295 relative or household member, as defined in this section. Employees may be required to provide proof of  
1296 death.

### 1297 **Sick Leave Cashout**

1298 Employees may cash in unused sick leave above an accumulation of 60 days from the previous years'  
1299 accumulation at a ratio of one full day's monetary compensation for four accumulated sick leave days. At  
1300 the employee’s option, he or she can cash out his or her unused sick leave days **in January** of the school  
1301 year following any year in which a minimum of 60 days of sick leave is accrued, and **each January**  
1302 **thereafter** at the rate of one day's monetary compensation of the employee for each four full days of  
1303 accrued sick leave. The employee's sick leave accumulation will be reduced four days for each day

1304 compensated. No employee may receive compensation for sick leave accumulated in excess of one day per  
1305 month.

1306 At the time of separation from school district employment due to retirement or death, an eligible  
1307 employee or the employee's estate will receive remuneration at a rate equal to one day's current monetary  
1308 compensation of the employee for each four days of accrued sick leave for illness or injury. For the  
1309 purpose of this provision, retirement is defined as when an employee is eligible to receive benefits under  
1310 Washington State Employees Retirement System.

1311 All sick leave will be cashed out as allowed by RCW 28A.400.210 and RCW 28A.400.212.

### 1312 **Sick Leave Sharing**

1313 The following definition will be used to implement sick leave sharing, in accordance with WAC 392-126-  
1314 006: Sick leave sharing will be made available to an employee who is suffering from or has a relative or  
1315 household member suffering from an extraordinary or severe illness, injury, impairment, or physical or  
1316 mental condition which has caused or is likely to cause the employee to take leave without pay or  
1317 terminate his or her employment. The district will provide a form for qualified employees to make written  
1318 application for donated leave and a form for qualified employees to donate sick leave.

1319 To be eligible for donated sick leave, the following provisions must be met:

- 1320 1) The employee's job is one in which annual and/or sick leave can be accrued and used.
- 1321 2) The employee is not eligible for time loss compensation under Chapter 51.32 RCW.
- 1322 3) The employee has abided by district policies in his or her use of sick leave.
- 1323 4) The employee has exhausted, or will exhaust, his or her personal leave and sick leave.

1324 The following procedures will be used to implement sick leave sharing:

- 1325 1) In any 12-month period, employees who have accumulated more than 176 hours of sick leave may  
1326 donate up to six accumulated sick leave days to other employees. The employee donating the days  
1327 will specify the number of days to be donated. The district and association will develop procedures  
1328 necessary to implement this. No transfer of sick leave will cause the affected employees' sick leave  
1329 accumulation to fall below 176 hours.
- 1330 2) No employee will receive more than 180 days of donated leave per contract year.
- 1331 3) In the event the employee does not use all the donated leave, the unused donated leave will be  
1332 returned to the donors within 30 days after the use of the donated leave ceases, using a first in/first  
1333 used procedure. For this purpose, donated leave will be dated when received, and used as received.  
1334 Days remaining and not used will be returned to later donors in reverse order.
- 1335 4) An employee using donated leave will receive their usual pay and benefits.
- 1336 5) Except for the procedures in #3 (above), the donor will be required to execute a waiver to ask for  
1337 the return of his or her donated leave.
- 1338 6) The district and the association will each designate one person to review requests for donated  
1339 leave.
- 1340 7) Contributions of sick leave will be voluntary and donors' and non-donors' names will be  
1341 confidential.

### 1342 **Maternity Leave**

1343 An employee requesting maternity leave will give written notice to the district at least thirty days prior to  
1344 the commencement of the leave. The written request for maternity leave should include a statement about  
1345 the expected date of return to employment. The leave will commence and terminate at the discretion of  
1346 the employee, in consultation with the medical provider. Papers for the Family and Medical Leave Act  
1347 (FMLA) will be sent to the employee to be completed by the employee and the medical provider.

1348 FMLA provides for 60 days of unpaid leave. Under this agreement, the employee may take 60 days of  
1349 FMLA leave. An employee who has paid leave available may use any or all such leave. Paid leave includes  
1350 both personal and sick leave. During that time, health benefits will continue.

1351 No more than 30 work days of maternity leave may be used before childbirth. If the paid days are  
1352 exhausted, the employee will be eligible for shared leave. Once the shared leave is exhausted, the  
1353 employee will receive unpaid leave through 60 days of FMLA. The benefits will be covered for at least the  
1354 60 days of FMLA. The District's portion of insurance premiums will be covered for at least 60 days of  
1355 FMLA. If sick leave has been exhausted, the employee will be eligible for shared leave.

1356

1357

1358 For employees who qualify for birth/pregnancy disability, the District will work with them and their  
1359 medical provider to ensure compliance with appropriate state law.

1360

#### 1361 **Parental Leave**

1362 Employees who have a newborn child but do not qualify for maternity leave will be granted up to 60 days  
1363 of FMLA. The employee must notify the district as soon as possible about the intended day for  
1364 commencement of the leave. The employee will be eligible for shared leave. Once the shared leave is  
1365 exhausted, the employee will receive unpaid leave through the 60 days of FMLA.

#### 1366 **Adoption Leave**

1367 Employees requesting adoption leave will provide to the district a statement about their expected date of  
1368 return to work. Given the uncertainty of timelines in adoptions, employees will try to give the district a  
1369 minimum of two weeks' notice of their need for adoption leave, and the district will make every effort to  
1370 cooperate with the employee's request for adoption leave and the district will make every effort to  
1371 cooperate with the employee's request for adoption leave.

1372 Employees returning from adoption leave at the beginning of the subsequent school year will be placed in  
1373 their former positions. An adopting parent must use sick leave and/or personal leave during the 60 days  
1374 of FMLA. When their sick leave and/or personal leave is exhausted, an employee will be eligible for  
1375 shared leave. Once the shared leave is exhausted, employees will use unpaid leave, at their discretion, up  
1376 to the end of the 60 days of FMLA. More unpaid leave may be granted if circumstances require it and the  
1377 adopting parent requests an extension.

1378 If both adopting parents are employed by the district, they will share one adoption leave of no more than  
1379 60 days of FMLA, to be divided at their discretion.

#### 1380 **Bereavement Leave**

1381 One to five contract days will be granted, without deduction of salary, for bereavement leave when this  
1382 leave is occasioned by the death of a relative or personal friend. Time for the funeral of a personal friend  
1383 will be arranged with the principal. Proof of death may be required by the Human Resources office.  
1384 (When a substitute is required, five contract days will be the equivalent of 37.5 hours and must be used in  
1385 increments of 3.75 or 7.5 hours.)

#### 1386 **Personal Leave Days**

1387 An employee will be entitled to a maximum of three days of personal leave with pay, provided the building  
1388 principal is notified at least three contract days before the expected absence. The three-day requirement  
1389 will be waived at the discretion of the HR Director when an employee has a valid reason why such notice  
1390 is not possible.

1391 The number of employees at each school who may be gone for personal leave on any given day is as  
1392 follows: two employees per elementary school, three employees per middle school, and four employees per  
1393 high school.

1394 Employees are strongly encouraged not to take personal leave **during the month of May and on the first**  
1395 **and last days of school.**

1396 Employees may elect to bank three personal leave days for two consecutive years, not to exceed five banked  
1397 days. A maximum of five days may be used consecutively. All unused personal days will be automatically  
1398 cashed out at the employee's per diem rate at the end of each school year unless the employee notifies the  
1399 District of his/her intent to bank the unused days. When an employee chooses to bank days, remaining  
1400 days that would exceed the banking limit shall be automatically cashed out at the employee's per diem  
1401 rate. Employees who wish to bank personal leave must fill out a district form each year.

1402 **Example:** an employee who banks two personal days in year one and three personal days in year two  
1403 (or vice-versa) will have a total of eight days in year three - five banked, plus three current personal  
1404 days.

1405 Employees who notify the School District of their intent to retire or resign **no later than March 15** will be  
1406 granted a fourth personal day upon receipt of the letter and approval by the School Board. This day may  
1407 be cashed out at per diem rate at the end of the year. The intent to retire or resign letter should specify  
1408 whether the employee is choosing to use the day or take the cash out. The fourth personal day will be  
1409 paid in the June paycheck.

#### 1410 **Jury Duty and Subpoena Leave**

1411 Leaves with pay will be granted for jury duty. Employees will notify the district when notification to serve  
1412 jury duty is received.

1413 Leaves with pay will be granted when an employee is subpoenaed to appear in a court of law.

#### 1414 **Leaves of Absence**

1415 The board may grant a leave of absence of up to one year to employees at the recommendation of the  
1416 superintendent. The leave may be renewed for a second year by written request to the board. Employees  
1417 on Special Assignment (TOSAs) are not subject to the two-year limit on leaves.

1418 A leave of absence, if granted, will state the provisions for re-employment. An employee who has been  
1419 granted a leave will be re-employed in the same or a similar position, provided the administration contacts  
1420 the employee on leave **no later than March 1** of the year in which he or she is to return. The employee  
1421 will notify the superintendent of his or her intent to return to employment with the district **no later than**  
1422 **March 15** of the year in which he or she will return.

#### 1423 **Political Leave**

1424 Upon written request to the board, an employee will be granted political leave, in accordance with the  
1425 following provisions:

1426 With two weeks' notice, an employee who is a candidate for a political office will be granted a leave for the  
1427 purpose of campaigning for the office, not to exceed 10 contract days without pay.

1428 The board will extend a leave without pay to an employee who is elected to a political office to allow that  
1429 employee the time to perform all the official responsibilities and duties of his or her office.

1430 At the conclusion of a political leave, the employee will be returned to the same position.

#### 1431 **Leaves for Professional Meetings and Travel**

1432 The superintendent or designee may grant leaves with pay to employees to attend conferences, workshops,  
1433 and conventions, if those meetings are for the improvement of curriculum and/or instruction.

1434 Requests to attend professional meetings will be made in writing to the superintendent or designee no less  
1435 than two weeks prior to the date of the meeting, with prior approval by the building principal.

1436 With prior approval, personal expenses incurred for these meetings will be reimbursed according to  
1437 district policy following submission of an itemized expense voucher.

#### 1438 **Association Leave**

1439 The board will grant leaves to officers, chairmen, executive board members, any members elected to local,  
1440 state or national positions and any other member with specific responsibilities related to the purpose of  
1441 the release to participate in association business.

1442 The association will reimburse the district for substitute pay and benefits, where applicable, by employees  
1443 attending these meetings.

1444 The association president will notify the superintendent and building principal of employee(s) who will be  
1445 in attendance at an association meeting at least five workdays prior to the date of the meeting. The  
1446 superintendent may approve a shorter period of notice under unusual circumstances.

1447 The association president will be considered a full-time employee of the district and will be under full  
1448 contract with full benefits. Leave for the association president does not fall under the two-year time limit  
1449 for other leaves. The association president will be released from regular duties for association business 100  
1450 percent of the time. The association will reimburse the district for 100 percent of the association  
1451 president's salary, benefits, and retirement. The retirement portion will conform to the rules of the  
1452 Washington State Employee Retirement System. Upon completion of his/her term, the association  
1453 president will have the option to return to the same position held or a position that was applied for and  
1454 secured before taking the position as KEA president.

1455 Other association leaves and the length of those leaves will be considered on an individual basis.

1456

### 1457 **SECTION 16: CALENDAR, WORK YEAR**

#### 1458 **Elementary and High School Calendars**

1459 All elementary schools will work on a trimester calendar. All other schools will work on a semester  
1460 calendar. The calendar committee will schedule report card preparation and conference days.

#### 1461 **Report Card Preparation**

##### 1462 **Kindergarten through Grade 5**

1463 Within each school calendar, elementary employees will be given two early release days and one full day  
1464 from existing per diem time as per Article III, Section 12, for report card preparation.

1465 Mid-term reports for all elementary students Grades 1-5 will be prepared for first trimester. For second  
1466 and third trimesters, midterm reports will be prepared for students K-5 having problems or making  
1467 significant changes.

##### 1468 **Grade 6 through Grade 12**

1469 Grades for all secondary students will be due **three working days following the end of each quarter.** and  
1470 **the third weekday after the final day of school.**

#### 1471 **Conference Days**

1472 Each employee involved in conferences during the fall and spring will be on a flexible workday to  
1473 accommodate the conferences. A flexible workday will allow the employee to schedule and conduct the  
1474 conferences, provided the time does not exceed the total hours allotted for conferences. Every effort will  
1475 be made to schedule conferences within the contracted workday. The employee will not be required to  
1476 remain at school during non-scheduled conference times when parent conferences are scheduled outside  
1477 the workday.

1478 **Kindergarten conferencing**  
1479 The first two regularly-scheduled school days will be reserved for kindergarten parent conferences, unless  
1480 modified using variance procedures.

1481 One Friday in October will be designated as a non-school day for kindergarteners so that kindergarten  
1482 teachers can enter data into the state kindergarten system (WA Kids).

1483 Additionally, each kindergarten teacher will have two sub. days available to use in full or half-day  
1484 increments to complete observations and/or data gathering, scoring, and inputting student information.  
1485 These days must be prearranged and taken on a Tuesday, Wednesday or Thursday.

1486 **Grade 1 through Grade 5 conferencing**

1487 Each fall, employees in grades K through 5 will have the equivalent of two full days for parent  
1488 conferencing. One of those days is taken from existing per diem time, as per Article III, Section 12.

1489 Each spring, employees in grades K through 5 will have the equivalent of one day for parent conferencing.

1490 **Grade 6 through Grade 8 conferencing**

1491 Each fall, there will be the equivalent of two days for parent conferencing. All-day conferences will be  
1492 scheduled **no sooner than two weeks from the end of the first quarter.**

1493 Each spring, there will be one early release day for parent conferencing.

1494 **Grade 9 through Grade 12 conferencing**

1495 Each year, there will be the equivalent of one full day for parent conferencing.

1496 **Early Release**

1497 Early release is granted the day before Winter Break when the duration of the break is less than two weeks.  
1498 The day before Thanksgiving will be an early release day. Early release for employees will be one-half hour  
1499 after students are released, which will occur **no later than 1:00 p.m.** Employees will complete assigned  
1500 contractual duties.

1501 Early release on the last day of school will be two hours after student release, provided employees have  
1502 completed assigned contractual duties and the regular workday will not be extended.

1503

1504 **SECTION 17: EMERGENCY SCHOOL CLOSURE AND DELAYED OPENING**

1505

1506 If it becomes necessary to close schools because of weather or emergency situations, the district will notify  
1507 local radio stations by 6:00 a.m. If school has begun for the day and early dismissal is required, employees  
1508 will be dismissed immediately following students. No employee will be required to report for work on a  
1509 day when student attendance in the building has been suspended for emergency reasons. In cases of  
1510 delayed openings, employees will be required to report for work no earlier than 30 minutes prior to the  
1511 planned arrival of students. If makeup days are required, the district and the association will mutually  
1512 agree upon the dates. No employee will be subjected to loss of pay or benefits due to non-attendance on  
1513 days when schools have been closed for emergency reasons. If there is a two-hour delay on a high school  
1514 half-day Early Release day, the Early Release will be moved to the following Wednesday.

# ARTICLE IV - INSTRUCTION

## SECTION 1: PROFESSIONAL DEVELOPMENT

The board and association recognize the need for professional growth and development. The district will maintain a program of professional development opportunities using resources available within the district and outside the district. The district will continue as an approved education agency, as recognized by the state board of education.

### **District Professional Development Committee**

A district Professional Development Committee will be established to:

- 1) Survey district/employee needs. ~~Make~~ district professional development recommendations.
- 2) Coordinate the annual district summer professional development conference.

- 1) Support building professional development coordinators in their work at the building level.
- 2) Coordinate and share with staff any district professional development opportunities.
- 3) Provide input to district and association bargaining teams in issues related to staff development.
- 4) Encourage professional growth.

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

The District Professional Development Committee will be composed of three elementary employees ( two must be classroom employees); one middle school employee; one high school employee; one librarian; one Special Services employee; one career and technical education or other special interest employee; three building principals (representing one elementary, one middle, and one high school); and two central office administrators. The association president and district professional development coordinator will jointly appoint all committee members. Any proposed member not mutually accepted will not serve on the committee. Each person selected will serve a two-year term. Persons may be reappointed once to a consecutive term. Non-voting members may be appointed, as agreed to by the committee. This committee will meet during the school day or outside the contract day with compensation at curriculum rate for a minimum of five times during the school year.

### **Building Staff Development Coordinators**

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

### **Building Professional Development Committees**

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

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

1556 The elementary representatives will reflect the grade levels and programs in the building.  
1557 At the secondary level, representatives will be from various departments or subject areas. The principal or  
1558 an assistant principal will also serve on the Building Professional Development Committee or Site  
1559 Council. The building committees will meet during the employee workday.

1560 Itinerants from Special Services and Nurses - bargaining unit employees assigned to more than one  
1561 building will form a committee to serve in the same capacity as the building committees. The committee  
1562 will consist of the immediate supervisor and at least three employees selected in a representative manner.

1563 The professional development coordinator will work with the principal/supervisor to:

- 1564 1) Provide training to building staff on the Instructional Framework.
- 1565 2) Annually survey the needs of staff in the building
- 1566 3) Develop a building plan and program to address the identified needs
- 1567 4) Coordinate the professional development funds to support the building plan.
- 1568 5) Communicate district level professional development to staff and/or site council.
- 1569 6) Communicate the program and plans of the building to other building professional development  
1570 coordinators at monthly meetings.

1571 Each building will have \$75 per bargaining unit employee FTE to be used to meet the building's  
1572 professional development needs. Nurses, Juvenile Justice Center employees, alternative program  
1573 employees, Keewaydin Discovery Center, Legacy and Phoenix employees will receive \$100 per FTE.  
1574 Building professional development funds may be used to provide release time or curriculum rate stipends  
1575 for building staff, contract with outside presenters, purchase professional materials for staff use, or pay  
1576 expenses for conference registration and travel. These funds are to be allocated by the building committee.  
1577 The intent of the building funds is to support building wide professional development.

1578  
1579 Kennewick School District aligns professional development by following the National Standards for  
1580 Professional Learning.

1581 For more information on Building Professional Development funds, see the item in the appendix titled  
1582 "Building Site Council Budget Items."

### 1583 **Voluntary Participation**

1584 Participation of any employee in the professional development program will be voluntary. No employee  
1585 will be coerced, intimidated, discriminated against, threatened, or receive a negative or downgraded  
1586 evaluation if he or she refuses to voluntarily participate outside the contracted workday.

## 1587 1588 **SECTION 2: PEER ASSISTANCE AND RESOURCES (PAR)**

1589 These guidelines are intended to be liberally construed and implemented to treat employees fairly and to  
1590 comply with all statutory and legal obligations. It is anticipated that as these guidelines are implemented  
1591 they may be adjusted by the PAR Panel, at all times being mindful of any affected employee's rights, the  
1592 contract, and the applicable statutory requirements.

1593 The PAR Program has two major roles:

- 1594 1) The Beginning Employee program seeks to assist employees in their first year with the district by  
1595 refining their skills and helping them learn district goals, curriculum, and structure. A Consulting  
1596 Peer Educator (CPE) assists each district employee who is new to teaching. The building principal  
1597 or supervisor conducts the initial evaluation of the new employee's performance.



- 1598 2) The Intervention Assistance program seeks to assist provisional employees who exhibit serious  
1599 performance deficiencies. Employees with continuing contracts who would like assistance may  
1600 refer themselves to the program, but they will not be subject to probation or non-renewal as a  
1601 result of self-referral.

1602 The Peer Assistance and Resources Program (PAR) will be for provisional employees only. The district and  
1603 association may mutually agree to extend PAR services to continuing employees on a case by case basis.

1604 The PAR Program is initiated between the association and the district. The parties may modify these  
1605 guidelines at any time based on recommendations from the PAR Panel.

#### 1606 **Peer Assistance and Resources Panel (PAR Panel)**

1607 The PAR Panel serves as the governing body for the program and determines program guidelines  
1608 consistent with the terms of the collective bargaining agreement. It consists of the association president,  
1609 three employees selected by the association, the Assistant Superintendent of Human Resources, and two  
1610 administrators selected by the superintendent. The Assistant Superintendent of Human Resources and  
1611 the association president will be the panel's co-chairs. Minutes will be kept for each meeting. The  
1612 superintendent will be a non-voting member of the panel.

1613 The normal term of service of PAR Panel members is four years. The terms of office for the PAR Panel  
1614 members, who are appointed by the KEA President, may be staggered to provide consistency and stability.  
1615 Each PAR Panel member will be paid an annual stipend of \$200 for a total of four (4) meetings per year.

1616 The Assistant Superintendent of Human Resources and the association president will be responsible for  
1617 the day-to-day operation of the program (i.e., providing agendas, distributing minutes, making meeting  
1618 arrangements, etc.) as well as tasks delegated by the panel that do not involve making decisions concerning  
1619 CPE cases.

#### 1620 **Consulting Peer Educators (CPEs)**

1621 Becoming a CPE is a major commitment. CPEs will remain in the position for the entire term of their  
1622 appointments, and co-curricular or extracurricular responsibilities should not interfere with their CPE  
1623 duties. Any conflicts will be resolved by the PAR Panel.

1624 CPEs will receive an annual budget of \$3,300 to purchase supplies and other materials for the PAR  
1625 Program.

1626 The PAR Program will have 3.0 CPEs. Over the course of each year of the agreement, the PAR Panel  
1627 will analyze the caseload language and make recommendations to the district and association bargaining  
1628 teams regarding any possible adjustments to the numbers of CPEs.

#### 1629 **CPE Selection Criteria**

1630 Criteria for selection of CPEs include the following:

- 1631 1) Is a current employee in the district on a continuing contract with a minimum of five years' total  
1632 teaching experience, with at least three years in the district.
- 1633 2) Demonstrates outstanding classroom teaching ability.
- 1634 3) Demonstrates talent in written and oral communications.
- 1635 4) Demonstrates the ability to work cooperatively and effectively with other professional staff  
1636 members.
- 1637 5) Has extensive knowledge of a variety of classroom management and instructional techniques.
- 1638 6) Has the documented support of colleagues and his or her building principal.
- 1639 7) Has the ability to provide and model expectations of high standards of professional practice while  
1640 demonstrating compassion for the person.

1641 **CPE Selection Process**

1642 At any time the district and association recognize the need, they can jointly notify all employees in the  
1643 district that the PAR Panel is seeking nominations for CPEs. Nomination forms for CPEs will be available  
1644 from the Assistant Superintendent of Human Resources or the association. Any employee or district  
1645 employee may submit a nomination form to the Assistant Superintendent of Human Resources with the  
1646 name of an employee he or she is nominating as a CPE candidate. An employee may not self-nominate.

1647 All employees who have a nomination submitted on their behalf will receive from the Assistant  
1648 Superintendent of Human Resources and the association president a joint invitation to apply for the  
1649 position of CPE. The invitation will contain the application form, an explanation of the process,  
1650 recommendation forms, and a copy of these guidelines. Any employee who receives a joint invitation may  
1651 consult with the Assistant Superintendent of Human Resources or the association concerning the process  
1652 for application, requirements of the position, and other procedural matters.

1653 All employees who have received a joint invitation to apply may submit a completed application form to  
1654 the Assistant Superintendent of Human Resources within the established timelines. In addition to  
1655 submitting a completed application form, each applicant will submit the following documents directly to  
1656 the Assistant Superintendent of Human Resources in order for the application to be considered:

- 1657 1) A written recommendation from his or her building principal or immediate supervisor.  
1658 2) Recommendations from two other employees from his or her building or program.  
1659 3) A recommendation of the senior building representative.

1660 The PAR Panel will review received applications and identify those employees who have met the  
1661 application requirements. The panel will select CPEs from the group of applicants using a process  
1662 established by the panel. All applications and references will be treated with strict confidentiality.  
1663 Applicants who are not accepted as CPEs will be notified.

1664 **CPE Length of Assignment**

1665 The length of assignment for CPEs will be four years barring extraordinary circumstances that require the  
1666 PAR Panel to replace a CPE prior to the end of his or her term.

1667 Selected CPEs will continue in that role for four consecutive years. No CPE may apply for a second  
1668 consecutive four year term. No CPE who has been selected as a replacement for a CPE may continue in  
1669 that role for longer than 4½ years. (The length of the CPE assignment may be adjusted as determined by  
1670 the PAR Panel and will be dependent on such criteria as how many employees are serving in that role.)

1671 **Part-time CPE Positions for Special Programs**

1672 The PAR Panel may appoint temporary, part-time CPEs in special education, bilingual and other areas  
1673 with a small number of employees participating. These CPEs will be bargaining unit employees and will  
1674 receive a stipend up to \$1,500, if two employees are being assisted, and up to \$1,000, if one employee is  
1675 being assisted. He or she will be allocated up to 12 days of release time per employee being assisted. He or  
1676 she will assume all the duties of a CPE. If an employee serves as a .5 FTE or greater part-time CPE for one  
1677 year, his or her time as a CPE will be counted as one of the four contractual years. A full-time CPE will be  
1678 assigned to assist these CPEs, if possible. After four years, the part-time CPE may reapply for the position.

1679 **Return of CPE to the Classroom**

1680 Upon completion of his or her assignment, a CPE will be given the same consideration for returning to  
1681 the position of his or her last assignment as if he or she had been on active duty.

1682 The PAR Panel may return any CPE to his or her previous position in accordance with the above at any  
1683 time following a conference with the CPE to discuss the reason(s) for the reassignment. This may occur

1684 because of changes in the subject areas and grade levels of employees participating in the PAR Program or  
1685 because of concerns about the CPE's work performance.

1686 If a CPE, because of reduction in caseload, is returned to his or her previous position and there is more  
1687 than one CPE in that area, the decision will be made based on seniority as a CPE with the least senior  
1688 CPE being returned to the classroom.

1689 A CPE will not be selected for an administrative position within the district for at least one school year  
1690 after serving as a CPE, except by the mutual consent of the association and district.

#### 1691 **CPE Compensation**

1692 A CPE will be paid in accordance with the negotiated employee salary schedule and all other provisions of  
1693 this contract. Additionally, a CPE will receive a \$5,000 annual stipend for assuming the responsibilities of  
1694 a CPE. All personnel issues associated with a CPE (i.e., sick leave, requests for leaves, absence) will be  
1695 reported to the Assistant Superintendent of Human Resources.

#### 1696 **CPE Caseloads**

1697 The PAR Panel will consider 15-20 new employees per CPE opening. If target numbers are exceeded, the  
1698 CPEs may consult with the PAR Panel to determine what measures can be taken to address the issue.

1699 All beginning employees without prior experience in their first year under contract with the district will be  
1700 assigned to a CPE. New hires whose prior educator experiences are recent and whose current practices are  
1701 successful, as well as experienced employees who self-refer, may be included in the program if CPE  
1702 caseloads are not exceeded.

1703 Beginning employees who teach multiple subjects at the middle school and high school level will be  
1704 assigned only one CPE.

#### 1705 **Induction and Pro-Teach Classes**

1706 During the year that a new, eligible, KSD teacher receives services from the PAR Program, he/she will also  
1707 be eligible to participate in the District's Induction class. Employees who attend induction classes outside  
1708 the normal workday will receive clock hours without charge. The parties acknowledge that induction  
1709 classes are important for helping new teachers develop their skills and increasing retention of staff.

1710

1711 The district will provide clock hours for employees who attend the Induction class.

1712 Employees taking a Pro-Teach class through other avenues may access their Individual Professional  
1713 Development funds, as well as the Tuition Reimbursement fund, to partially pay for the credits. If credits  
1714 are not being obtained, then a district reimbursement for the \$500 flat rate fee can be requested for  
1715 obtaining the Professional Certificate.

1716

1717 This process will be under the direction of the PAR Panel. The association will bargain the language and  
1718 the process.

#### 1719 **Intervention and Assistance Plan**

1720 This component of the PAR Program is intended to assist provisional employees with their teaching  
1721 performance.

1722 If at any time the principal notes areas of concern in a provisional employee's classroom management or  
1723 instruction, that employee can be placed on an Intervention and Assistance Plan.

1724 Any provisional employee experiencing serious difficulties in his or her performance that result in being  
1725 placed on probation will have the option of either 1) going through the process with the principal only, or

1726 2) taking part in an Intervention and Assistance Plan with the CPE and the principal. No employee waives  
1727 his or her non-renewal appeal rights by participating in an Intervention and Assistance Plan.

1728 **Self-referral**

1729 Any experienced employee who is interested in professional growth in a particular instructional area and  
1730 is interested in the assistance of a CPE for that purpose may submit a request for assistance to the  
1731 association president or the Assistant Superintendent of Human Resources. Based upon the existing  
1732 caseloads for CPEs, the PAR Panel may assign a CPE to assist the employee.

1733 Any experienced employee who has received an unsatisfactory mark in any category of his or her  
1734 evaluation may request assistance from a CPE. The assignment will be made if there is available space in  
1735 the CPE's caseload. The Assistant Superintendent of Human Resources and the association president will  
1736 oversee the CPE's assignment in self-referral cases. These cases should have minimal timelines and goals,  
1737 as established in the principal's plan of improvement.

1738 **Confidentiality**

1739 All information concerning assistance provided to an employee who has voluntarily sought the assistance  
1740 of a CPE will remain strictly confidential. The CPE will report to his or her PAR Pair concerning the  
1741 support and assistance being provided to the employee. However, no information obtained by the CPE  
1742 through an assistance process will be disclosed to others except in extreme circumstances or as required by  
1743 law.

1744 **Problems Not Referred to the PAR Program**

1745 Employee performance issues not related to teaching skills, practices, or work with students will not be  
1746 deemed appropriate for referral to the PAR Program. Examples of the kinds of concerns that are not  
1747 appropriate for referral to the PAR Program are repeated tardiness, failure to complete required  
1748 attendance or grade reports, or failure to comply with other administrative requirements. Disciplinary  
1749 issues like these are to be handled in accordance with the provisions of Article III, Section 3 of this  
1750 contract.

1751 **Contract Rights**

1752 Except as explicitly provided in these guidelines, employees participating in the PAR Program retain all  
1753 rights in this contract.

1754 These will constitute the guidelines for the PAR Program, recognizing the district and the association may  
1755 find it necessary, by mutual agreement, to modify these provisions.

1756

1757 **SECTION 3: PAYMENT FOR SERVICE ON DISTRICT COMMITTEES**

1758 **District Curriculum Committees**

1759 The district endorses a comprehensive process for the review, adoption, and funding of instructional  
1760 materials.

1761 At the discretion of the Assistant Superintendent, participants on committees involved in the curriculum  
1762 adoption process may be provided release time with substitutes for meetings during the school year.

1763 See the appendix for the K-12 **Curriculum Adoption and Review Cycle**\_timeline.

1764 **Building Curriculum Committees**

1765 Building curriculum committees will be used to evaluate supplemental curriculum needs and instructional  
1766 materials for each building in order to fulfill Washington State Learning Standards, assessment  
1767 requirements, district learning goals, and instructional decisions based upon each building's established  
1768 goals.

1769 The site will determine the size and composition of each building’s curriculum committee. Each site  
1770 council will determine the allocation of funds. Each building, in order to pay for expenses including but  
1771 not limited to curriculum hours, substitute coverage, research material, etc. will be funded as follows:  
1772 elementary schools - \$2,000; middle schools - \$2,500; high schools - \$3,500.

1773 Building curriculum committees will meet as needed. Minutes will be recorded at each meeting and will  
1774 be kept at the buildings. For more information on Building Curriculum Committees, see the item in the  
1775 appendix titled “Building Site Council Budget Items.”

1776 **District Curriculum Advisory Committees**

1777 Each district curriculum advisory committee’s function will be to review the decisions of the building  
1778 curriculum committees, determine if the appropriate procedures have been followed, and determine if the  
1779 building curriculum committee’s plans meet the goals of the Washington State Learning Standards  
1780 assessment requirements, and district learning goals. The committees will also be responsible to assist  
1781 communication and transition among the instructional levels in each of the eight assessment strands and  
1782 to serve as a resource on the latest curricular trends, research, and best practices in the field of teaching.

1783 The curriculum advisory committees will reflect the eight curriculum strands of the state’s Washington  
1784 State Learning Standards with three of the strands (writing, reading, and communication) combined into  
1785 one committee. The eight assessment strands are as follows:

- 1786 The Arts (visual and performing)
- 1787 Math
- 1788 Science
- 1789 Social Science
- 1790 Health and Fitness
- 1791 Writing/Reading/Communication
- 1792 Assessment
- 1793 Educational Technology

1794 Each curriculum advisory committee will be comprised of the following members: three elementary  
1795 certificated representatives, one of whom would preferably be a reading specialist; three building  
1796 administrators, one from each instructional level; three middle school certificated representatives; three  
1797 high school certificated representatives; three parents; one Special Services certificated representative; and  
1798 the Assistant Superintendent or designee.

1799 The association and district will collaborate on the selection process for the curriculum advisory  
1800 committees.

1801 The district will fund each of the curriculum advisory committees at the rate of \$400 per year per  
1802 certificated representative and \$700 per committee chairperson. The committee chairperson must be a  
1803 certificated representative.

1804 The curriculum advisory committees will meet a minimum of six times each year. Annual goals will be  
1805 established and minutes will be kept of each of these meetings and a copy of the minutes will be filed with  
1806 the Assistant Superintendent.

1807 **Special Committees**

1808 In order to facilitate the district’s ability to respond to changing conditions, and to facilitate a  
1809 comprehensive and inclusive decision-making process within the district, additional committees, referred  
1810 to as “Special Committees,” may be established.

1811 The district and association must agree upon the composition of, necessity for, and funding for all Special  
1812 Committees. The district will provide to the association a list of Special Committees, members on those  
1813 committees, and compensation for those committees will be at curriculum rate.

1814

### 1815 **Response to Intervention**

1816 An oversight committee will be formed to monitor RTI and will meet when KEA or KSD deem necessary.

1817 1. The committee will be made up of four members selected by KEA and four selected by KSD. In  
1818 addition, two members will be mutually agreed upon.

1819 2. The committee will report to a regularly scheduled Labor Management after each  
1820 RTI meeting.

1821 3. The committee will be charged with the following responsibilities:

- 1822           ▪ Ensure that collaboration time is provided for employees within the school day as  
1823           allowable by law.
- 1824           ▪ Ensure that training is provided as needed for impacted employees related to the  
1825           development and maintenance of RTI programs.
- 1826           ▪ Ensure that release time/compensation is being provided for RTI meetings.
- 1827           ▪ Monitor appropriate use of paraeducator time. Paraeducators will only implement  
1828           lessons under the direction of an employee and will not create grade reports or  
1829           lesson plans.

### 1830 **Training for New Instructional Programs**

1831 The district will provide ongoing staff development training for employees who are assigned or involved in  
1832 new instructional/ data management (including but not limited to SEAS, Timecard Online, and/or  
1833 APEX) programs in the district. Training will be planned and made available to employees prior to  
1834 implementation of the programs.

### 1835 **Tuition Reimbursement**

1836 Employees will be reimbursed for tuition costs according to at least one of the following guidelines:

- 1837 1) For employees taking college level courses through an accredited college that is working towards a  
1838 degree or endorsement.
- 1839 2) To retrain and/or help recertify employees whose departments have declining enrollment or  
1840 employees who need assistance to recertify.
- 1841 3) For those employees assigned outside their endorsement(s).
- 1842 4) For credits earned in an accredited master's degree program.

1843 The district will contribute \$ 70,000 annually for these purposes. Employees will receive up to, but no  
1844 more than, \$100 for each quarter credit, up to a total of 10 credits (\$1000) annually. Application for these  
1845 funds will be managed on a first-come, first-served basis.

1846 This fund may be used to reimburse employees for the cost of one WEST-E test annually.

1847 This fund may be used by employees who hold Residency Certificates and are pursuing their Professional  
1848 Certification up to \$1000.

1849 This fund may not be used to reimburse employees for costs related to clock hours.

1850 **National Board Certification**  
1851 The district will give one day of leave with a paid substitute to employees on the day they take the test for  
1852 National Board Certification. The employee will provide proof of the date of the assessment test to the  
1853 Human Resources Department before a release day is paid.

1854

## 1855 **SECTION 4: EMPLOYEE WORKLOAD**

1856

### 1857 **Multiple Preparations**

1858 Recognizing the added effort required for multiple high school assignments, the District will attempt to  
1859 schedule 1.0 FTE high school teachers for three or fewer preparations unless the teacher requests in  
1860 writing a greater number. When a teacher is requested to teach a schedule requiring four or more  
1861 distinctive preparations, they may request administrator, department head, team leader, and/or grade level  
1862 leader to justify the need for the schedule and/or identify possible remedies.

1863 Distinctive preparations are created by teaching different subject areas or courses within the same core  
1864 subject area utilizing different adopted core curriculum.

1865 Various levels of elective courses such as Fine Arts, PE, World Language and CTE do not constitute  
1866 distinctive preparations. In addition, unique high levels of math and science, such as AP and IB math and  
1867 science courses do not constitute distinctive preparations. The Association and District will meet and  
1868 make the determination if any other elective courses are appropriate to this list.

1869 When it is necessary to assign a greater number of preparations, every reasonable effort shall be made to  
1870 avoid giving the assignment to a teacher new to the department.

1871

### 1872 **Placement of IEP (Program 21) Students**

1873 The principal, in consultation with the affected classroom employee and the resource specialist, will  
1874 determine the placement of an identified Program 21 student in a regular classroom.

1875 In the assignment and placement of identified Program 21 students in regular classrooms, the district will  
1876 ensure these students are equally distributed per classroom employee per grade level/subject area.

1877 Certain secondary classes may be exceptions to these standards in cases of health and fitness, band,  
1878 chorus, limited course or section offerings, or where program content is geared to the needs of Special  
1879 Services students

1880 As an alternative to the equal distribution requirements, a building multi-disciplinary team may make  
1881 other arrangements for student placement - i.e. integrated classroom, team teaching, etc.

1882

### 1883 **Mainstreaming IEP (Program 21) Students**

1884 The district will allocate \$25 per identified Program 21 student (excluding students receiving only speech  
1885 and language services) per school year for the expressed purpose of providing materials to the general  
1886 education classroom employee(s) involved in the mainstreaming of Program 21 students for use with  
1887 Program 21 students.

1888 This allocation will be distributed to each building in proportion to the number of identified Program 21  
1889 students assigned to that building. The affected classroom employee(s) will determine the appropriate  
1890 materials to be purchased, with the agreement of the multi-disciplinary team. The district will develop  
1891 procedures for implementing this process.

1892 **Team-taught Classes**  
1893 In a Team-taught Class, all instructional responsibilities are equally divided between a regular education  
1894 employee and a Special Services employee. This includes, but is not limited to, teaching, planning for  
1895 instruction, grading, and parent communication.

1896 **Inclusion Classes**  
1897 An Inclusion Class includes both regular education students and special education students. A Special  
1898 Services employee is responsible for modifying or supporting the instruction for the special education  
1899 students in an Inclusion Classroom.

1900 **Paid Substitutes for Case Management (classroom Special Services employees only)**  
1901 The Director of Special Services will create a schedule of paid substitute employees to cover for each  
1902 certificated Special Services employee who teaches a classroom of students. These substitutes will be made  
1903 available four times each year and may only be requested for Tuesdays, Wednesdays, and Thursdays. These  
1904 hours must be spent in the employee's assigned building.

1905 At the discretion of the Special Services employee, up to two of these days may be used outside of  
1906 contracted workdays, with employees receiving casual substitute pay for compensation. To claim these  
1907 hours, employees must submit the appropriate documentation to the Special Services Department **on or**  
1908 **before the last day of June.**

1909 The purpose of this provision is to grant time to Special Services classroom employees to fulfill the case  
1910 management requirements of their designated teaching assignments.

1911  
1912 For employees who are required to complete portfolio assessments, one (1) additional day may be taken as  
1913 release time. The employee may receive one (1) day of per diem pay in lieu of the release time.

1914  
1915 **Case Management (managing additional caseloads)**  
1916 When a special education position is unable to be filled with a certified special education teacher,  
1917 employees who hold special education certification may be asked to cover part or all of a caseload for a  
1918 position. Employees who choose to cover an IEP or caseload will receive 4 hours of per diem for each IEP  
1919 they write for students not on their normal caseload. In addition, employees will receive 1 hour of per  
1920 diem for each progress reporting period in which they are responsible for the student. Completion of any  
1921 portion of the progress reporting will entitle the employee to the full payment for that reporting period.  
1922 Employees can decline to accept additional IEPs and caseloads outside their normal assignment.

1923 In the event there is a case with exceptional circumstances on the caseload being covered, the case  
1924 manager and Director of Special Services will determine if an additional 7.5 hours of pay or more will be  
1925 granted per special case.

1926 This provision will not be used in place of making every effort to fill all Special Education positions with  
1927 certificated employees.

1928  
1929 **Case Management (Elementary Special Services personnel)**  
1930 Unless mutually agreed upon by the Special Services staff involved, the student's primary service provider  
1931 will be his or her case manager. He or she will be responsible for all aspects of the IEP process, except for  
1932 the goals and objectives of another Special Services provider. The primary Special Services provider will be  
1933 the person who spends the most amount of time with the student.



1934 **Case Management (Speech and Language Pathologists only)**

1935 The Director of Special Services and each Speech and Language Pathologist (SLP) will schedule-three  
1936 working days without students each school year.

1937 The purpose of this provision is to grant time to SLPs to fulfill the case management requirements of their  
1938 designated assignments. These hours must be spent in a district building.

1939 **School Nurses**

1940 1. A total of 22.5 additional per diem hours per nurse will be provided prior to the first student  
1941 day of the school year for nurses to do cross-training, work on Individual Health Plans, and update  
1942 and complete immunizations.

1943 2. School Nurses assigned to newly opening schools will be paid an additional 15 per diem hours  
1944 to accumulate, file and disseminate the necessary information to support students who will attend  
1945 these new buildings.

1946 3. Nurses will be released from attendance at Building Professional Days and the Learning  
1947 Improvement Day in order to develop Individual Health Plans for students, review students'  
1948 immunization status, and discuss other related duties.

1949 4. Paraeducator hours will be made available to nursing staff in the first months of the school year  
1950 to be used specifically for assistance in working on Individual Health Plans, Immunizations and  
1951 Health Screenings.

1952 5. The District will assign nurses to schools at a nurse to student ratio of 1.0 FTE to 1,500  
1953 student FTE at all levels.

1954 6. In the event that a nurse's caseload goes over the above ratio (based on Nov. 1 count), the  
1955 nurse will receive an additional 7.5 hours of per diem pay for every additional 100 FTE students or  
1956 fraction thereof.

1957 7. Additional Nursing FTE that is added to the District is not considered vacant until it has been  
1958 filled at least one time. If then a current nursing position is vacated and the KSD cannot hire a  
1959 replacement, the KSD and KEA will determine through Labor Management how to compensate  
1960 the current nursing staff that will be picking up duties from the vacated position.

1961

1962 **SECTION 5: CLASS SIZE**

1963 **Overload Guidelines**

1964 The district will have the first ten school days of each school year to make adjustments to class loads.  
1965 These ten days will not count for overload compensation. Overload compensation will begin on the  
1966 eleventh school day.

1967 The following will apply to overload compensation:

1968 1) The District, by the 10th of the following month, will process the overload count and overload  
1969 will be paid out on the following paycheck without generating any paperwork for the employee.

1970 The district overload report covers the calendar month ending with the last school day of the month and  
1971 will be submitted to the association president no later than the 15th of the following month.

1972 Overloads will be equally distributed between grade level or subject matter area for all employees at each  
1973 school.

1974 **Calculating Overload at Elementary Schools (except Special Services and Elementary Specialists)**

1975 A student day at the elementary level is defined as an overload of one student for one full day in grades

1976 where employees generally retain their classes for a full day.

1977 Kindergarten and first grade classes will not exceed 24 students per class. In the event a class exceeds 25,

1978 provisions for overload will take effect.

1979 Grade 2 and 3 classes will not exceed 26 students per class. In the event a class exceeds 27, provisions for

1980 overload will take effect.

1981 Grade 4 and 5 classes will not exceed 27 students per class. In the event a class exceeds 27, provisions for

1982 overload will take effect.

1983 The class size limit for a multi-age classroom will reflect the lowest traditional grade level present.

1984 In the event combination rooms at the elementary level are established, they will be limited to 25 students

1985 grouped near the same reading level.

1986 When a class, in grades K-5, reaches an enrollment count of 32, the Assistant Superintendent of

1987 Elementary Education will notify the association president.

1988 **Elementary Specialists**

1989 Workload will be the following for health and fitness employees, music employees, and librarians:

1990 1) Workload per class: 25 students in kindergarten and first grade, 27 students in second through

1991 fifth grades.

1992 2) A maximum of 50 classes per week. (This factor will be prorated to determine the hiring of music

1993 and health and fitness specialists.)

1994 **Calculating Overload at Secondary Schools (except Special Services)**

1995 In the middle schools and high schools, student days are used to account for day limit overloads. A

1996 student hour in secondary schools is defined as an overload of one student for one regular class period.

1997 In middle schools, employees will not exceed a maximum of 160 students per day of six instructional class

1998 periods or 187 students per day of seven instructional class periods, with a maximum of 30 students in any

1999 individual classroom.

2000 In high schools, employees will not exceed a maximum of 140 students per day of five instructional class

2001 periods or a maximum of 168 students per day of six instructional periods, with a maximum of 30

2002 students in any individual classroom.

2003 For the purposes of overload, doubles classes in secondary schools will have a maximum of 24 students in

2004 any individual classroom.

2005 For the purposes of overload, ALE/LOC classes in a high school will not exceed a maximum of ninety-

2006 three (93) students per day of five (5) instructional class periods. Individual classes will not exceed a

2007 maximum of twenty (20) FTE students.

2008 For the purposes of overload, alternative education programs and Phoenix High School will have a

2009 maximum of 24 students in any individual classroom.

2010 For the purposes of overload, the Off-Campus Learning program will have a maximum of twenty-four (24)

2011 FTE (full time equivalent) students per 1.0 FTE teacher as outlined in the RCW.

2012 In schools with five instructional class periods per day, fitness classes will not exceed a maximum of 32

2013 students in any individual class; the maximum employee load will not exceed 160 students per

2014 instructional day. This provision does not include health classes that are held in individual classrooms.

2015 In schools with six instructional class periods per day, fitness classes will not exceed a maximum of 30  
2016 students in any individual class; the maximum employee load will not exceed 180 students per  
2017 instructional day. This provision does not include health classes that are held in individual classrooms.  
2018 In music performance classes and large lecture groups, the individual class maximum may be raised. Music  
2019 employees may determine the number of students enrolled in performing classes beyond the contracted  
2020 class size. For non-performing classes, the contractual class size language is in effect. Daily class loads will  
2021 be computed by determining the fraction of the day assigned to non-performing classes multiplied by the  
2022 daily total allowed under contract language.

2023 **Calculating Overload for Special Services**

2024 Special Services personnel will have the following workload:

2025 1) Elementary, K-5

2026 A maximum of 30 IEP students per full-time Special Services employee. At least 6.0 hours per day of  
2027 paraeducator time will be provided. In addition at the elementary level, when the number of of IEP's  
2028 on an employee's caseload exceeds 45, a .5 Special Services employee will be hired. Additional para  
2029 time will be prorated with each .5 employee hired.

2030 2) Middle School 6-8

2031 A maximum of 60 student periods per day of six class periods, with a maximum of 12 students in any  
2032 individual classroom. At least 6.0 hours per day of paraeducator time will be provided.

2033 3) High School 9-12

2034 A maximum of 55 student periods per day of five class periods, with a maximum of 12 students in  
2035 any individual classroom. At least 6.0 hours per day of paraeducator time will be provided.

2036 The 6.0 hours of Paraeducator time shall be spent performing duties directly related to Special  
2037 Education. Other assigned duties shall not infringe upon the 6.0 hours of the Special Education time.

2038 4) District Special Services Programs

2039 **Preschool**

2040 A maximum of 16 students, plus at least 25 hours per week of paraeducator time.

2041 **Autism Self-Contained**

2042 A maximum of eight students, plus at least 12 hours per day of paraeducator time. When the class  
2043 size exceeds eight students, the employee and the district coordinator of the Autism program will  
2044 discuss choosing overload pay or adding a six-hour program needs paraeducator. When the class size  
2045 exceeds 12 students, the employee and the district coordinator of the Autism program will discuss  
2046 choosing overload pay or adding an additional six hour program needs paraeducator.

2047 **Autism-Inclusion**

2048 A maximum of 12 students, plus at least 18 hours per day of paraeducator time. When the class size  
2049 exceeds 12 students, the employee will receive overload pay. When the class size reaches 16 students,  
2050 the employee and the district coordinator of the Autism program will discuss additional overload pay  
2051 or adding an additional 6 hour program need paraeducator.

2052 **Developmental Therapy**  
2053 A maximum of seven students per half-day session, plus at least six hours per day of paraeducator  
2054 time.

2055 **Lifeskills**  
2056 A maximum of eight students, plus at least six hours per day of paraeducator time. When the class  
2057 size exceeds eight students, the employee and the district coordinator of the Lifeskills program will  
2058 discuss choosing overload pay or adding a six-hour program needs paraeducator. When the class size  
2059 exceeds 12 students, the employee and the district coordinator of the Lifeskills program will discuss  
2060 choosing overload pay or adding an additional six-hour program needs paraeducator.

2061 When a student requires a one-on-one Paraeducator, that Parareducator shall not supplant any  
2062 current “program” paraeducator, nor cause a reduction in program Paraeducator time.

2063

2064 **Structured Learning Classroom (Elementary)**

2065 A maximum of 12 students, plus at least 6 hours per day of para-educator time. When the class  
2066 exceeds 12 students, the employee will receive overload pay or request additional para-educator time.

2067

2068 **Occupational/Physical Therapists**

2069 A maximum of 40 students, plus at least six hours per day of para-educator time.

2070 **Speech and Language Pathologists**

2071 A maximum of 50 students.

2072 **School Psychologists**

2073 The caseload for School Psychologists will be 1500 general education student FTE to 1.0 Psychologist  
2074 FTE. In the event that a psychologist’s caseload goes over the ratio (based on Nov. 1 count), the  
2075 psychologist will receive an additional 7.5 hours of per diem pay for every additional 100 FTE  
2076 students or fraction thereof.

2077

2078 **Calculating Overload for Regular Education/Special Services Team-taught Classes in Middle Schools**

2079 A Team-taught Class by a regular education employee and a Special Services employee will be limited to  
2080 27 students using as a guideline a ratio of two-thirds regular education students to one-third Special  
2081 Services students.

2082 The regular education students will be assigned to the class roster of the regular education employee, and  
2083 the Special Services students will be assigned to the class roster of the Special Services employee.

2084 The principal and the employees involved will develop team-taught classes.

2085 When an overload occurs in a team-taught classroom with over 27 students, overload pay for the period  
2086 will be split evenly between the regular education employee and the Special Services employee.

2087 Regular education employees will not exceed a maximum of 157 students per instruction day of six class  
2088 periods in the team-teaching model.

2089 **Overload Compensation (except Special Services)**

2090 When an overload occurs, the district will attempt to alleviate the overload in accordance with option 1  
2091 and/or 2 below. In the event the district does not alleviate the overload through option 1 and/or 2, the  
2092 affected employee will then elect option 3 or 4, as indicated below.

- 2093 1) Employees may be employed in addition to those provided for by the Basic Education Act.
- 2094 2) Students may be transferred.
- 2095 3) Paraeducator time may be assigned, at the option of the employee. However, when paraeducator  
2096 time is used, that time will consist of at least one-half day per classroom at the elementary level, or  
2097 30 minutes per period of overload at the secondary level. Paraeducator time will be generated  
2098 outside existing programs.
- 2099 4) An employee may elect to receive compensation in lieu of aide time. Employees electing  
2100 compensation will be paid from the first day of overload at the following rates: elementary - \$  
2101 17.50 per student per student day, secondary - \$ 3.50 per student per class period.
- 2102 5) For online learning classes, an employee will receive compensation at \$3.50 per each additional 0.2  
2103 FTE student enrollment.

2104 The district may make downward adjustments in existing overloads at any time, including overloads being  
2105 remedied under option 3 and 4.

2106 In all instances, overloads will be paid to the affected employee from the first day of overload, except as  
2107 noted above, up to the time the overload is alleviated or the employee elects to have a paraeducator.

2108 In the event a classroom employee on sick leave receives overload, overload compensation will be paid to  
2109 him or her for the first 20 days of his or her sick leave. On the 21<sup>st</sup> day, the substitute employee will begin  
2110 to receive the compensation.

2111 **Overload Compensation for Special Services**

2112 When an overload occurs in a Special Services class, the district will attempt to alleviate the overload in  
2113 accordance with option 1 and/or 2 below. In the event the district does not alleviate the overload through  
2114 option 1 and/or 2, the affected employee will then elect to take option 3 or to receive compensation.

- 2115 1) Employees may be employed in addition to those provided for by the Basic Education Act.
- 2116 2) Students may be transferred.
- 2117 3) Paraeducator time may be assigned at the option of the employee. However, when paraeducator  
2118 time is used, the time will consist of at least one-half day per classroom at the elementary level or  
2119 30 minutes per period of overload at the secondary level. Paraeducator time will be generated  
2120 outside existing programs.

2121 A Special Services employee who elects to receive compensation in lieu of para-educator time will be paid  
2122 as follows:

- 2123 1) Elementary (K-5)

2124 Resource Program employees \$3.50 / student day

- 2125 2) Secondary (6-12)

2126 Resource Program employees \$3.50 / student hour or \$3.50 / student day

- 2127 3) District Special Services Programs

2128 Preschool \$35 / student week

2129	Autism	\$17.50 / student day
2130	Developmental Therapy	\$8.75 / student day
2131	Lifeskills	\$17.50 / student day
2132	Structured Learning	\$17.50/ student day
2133	Occupational/Physical Therapists	\$17.50 / student week
2134	Speech & Language Pathologists	\$17.50 / student week

2135 The district may make downward adjustments in existing overloads at any time, including overloads being  
 2136 remedied under option 3 and/or by receiving compensation.

2137 In all instances, overloads will be paid to the affected employee from the first day of overload, except as  
 2138 noted above, up to the time the overload is alleviated or the employee elects to have a para-educator.

2139 In the event a classroom employee on sick leave receives overload, overload compensation will be paid to  
 2140 him or her for the first 20 days of his or her sick leave. On the 21<sup>st</sup> day, the substitute employee will begin  
 2141 to receive the compensation.

2142

2143 **SECTION 6: EMPLOYEE PARTICIPATION**

2144 **Board Policy and Curriculum Development**

2145 Before adoption of any board policy, the association will be given an opportunity to determine if items  
 2146 being considered are within the scope of bargaining, i.e. related to wages, hours, and terms and conditions  
 2147 of work. On matters not relating to wages, hours, and terms and conditions of work, the district will  
 2148 continue its cooperative efforts to solicit the participation of employees in the development and  
 2149 improvement of instructional programs.

2150 **Building Budget Committee**

2151 The building principal will involve employees in establishing priorities and budget allocations for the  
 2152 purpose of purchasing curriculum and instruction materials, developing curriculum, and implementing  
 2153 programs.

2154 The monthly financial statement of each school will be made available to the instructional staff. The  
 2155 primary responsibility for the building budget will be the principal's, subject to the provisions contained  
 2156 herein.

2157 **Student Behavior Committee**

2158 Each building site will have a student behavior committee. The principal and staff select representatives on  
 2159 the student behavior committee. A democratic process will be used to select bargaining unit  
 2160 representatives to the student behavior committee.

2161 The student behavior standards, procedures, and other recommendations will be developed by the student  
 2162 behavior committee and will be submitted to the employees for approval.

2163

2164 **SECTION 7: STUDENT DISCIPLINE**

2165 Students are expected to behave appropriately at school. Building and District administrators will provide  
 2166 support in dealing with continually disruptive students and take measures to minimize disruption of the  
 2167 learning environment. Any employee may exclude from a classroom or activity any student who is  
 2168 creating a disruption that violates the school's or employee's discipline policies.

2169 A student can be excluded for the balance of a class period, an activity, or a school day. The student  
 2170 cannot be excluded for more than two school days unless further disciplinary action is taken. Except in an

2171 emergency, an employee must attempt one or more alternative forms of corrective action prior to  
2172 excluding a student.

2173 In no event without the consent of the employee may an excluded student return to the class during the  
2174 balance of that class or activity period or up to the following two school days, or until the principal or  
2175 designee and the employee have conferred. Parents of any student so removed from class will be notified  
2176 as soon as possible by the employee/principal, giving details on the removal and the incidents which  
2177 caused the removal.

2178 The principal or the employee can request a conference to discuss a student's behavior with the student's  
2179 parent or guardian.

2180 Prior to a student's return to a classroom, the employee who excluded the student from the classroom will  
2181 be informed of the disciplinary action taken against the student. Employees have the right to recommend  
2182 stronger disciplinary action.

2183 The district will provide diagnostic or therapeutic personnel and other support services, including separate  
2184 adjustment classrooms, for the continually disruptive student. Readmission of a student to a regular  
2185 classroom may take place upon demonstrated acceptable behavioral changes.

2186 The district will require each principal, with staff input, to create a behavior alert communication process.  
2187 Student Behavior Committees will create a plan addressing the safety of the student, staff, and other  
2188 students. The district will give each building the flexibility to create student dress codes based on needs.

2189 The board and the superintendent will support and uphold its employees in their efforts to maintain  
2190 discipline in accordance with district discipline rules, which will be distributed to each employee at the  
2191 beginning of the school year. The board supports the authority of employees to use prudent disciplinary  
2192 measures for the safety and well-being of pupils and employees. To maintain order and discipline, an  
2193 employee may employ the reasonable use of physical restraint, as long as he or she does not violate board  
2194 policies, state laws, or federal laws.

2195 The district will conduct instructional meetings for employees concerning all applicable federal, state, and  
2196 local laws; district rules, regulations, and procedures pertaining to student rights; employee rights; due  
2197 process; and the processing of student discipline. These meetings will be held during the workday at no  
2198 cost to the employee.

2199

## 2200 **SECTION 8: SITE-BASED DECISION MAKING**

2201 The district values the participation of employees in the site-based decision making process. The purpose  
2202 of site-based decision making is to improve student learning. The district and association share the  
2203 commitment to create a positive culture within the district to support the participation of employees in  
2204 shared decision making. The district and association will model collaboration by seeking mutually  
2205 beneficial solutions to problems, disagreements, and negotiations.

2206 To facilitate this culture, the district and association agree to the following:

- 2207 1) The board, the administration, and the association must sign the terms and conditions established  
2208 in the anchor agreements.
- 2209 2) All schools should try to establish chartered (with bylaws and/or covenants) site councils approved  
2210 by 70% or more of the employees who vote on the proposed charter.
- 2211 3) A democratic process will be used to select the employees of the site council.
- 2212 4) The district and association will agree to the terms and conditions of any variance procedure.

- 2213 5) The parameters of shared decision making by site councils will be limited to those areas that  
 2214 directly affect instruction, like curriculum, instruction design, and materials selection; staff  
 2215 development; building budget; selection of new staff; etc.
- 2216 6) The district and association will participate in and support the district Site Council Committee.
- 2217 7) Funding for chartered and district-approved site councils at each building will be as follows:  
 2218 elementary schools - \$3,000; middle schools - \$5,000; high schools - \$7,000; Special Services -  
 2219 \$3,000; Tri-Tech Skills Center - \$1,500; Juvenile Justice Center - \$1000; and Keewaydin Discovery  
 2220 Center - \$1000.

2221 For more information on Building Site Councils, see the item in the appendix titled "Building Site  
 2222 Council Budget Items."

2223 **Variance Procedure for Improved Student Learning**

2224 Definition: a variance is a temporary exception to current policy, procedure, or contractual agreement  
 2225 requested by a site. Variances do not set precedent nor establish past practice.

2226 Preface: a school with a site charter that has been formally accepted by the district Site Council  
 2227 Committee and has been in operation for at least one year may apply for a variance. The site should  
 2228 formally identify opportunities to improve student learning that may require a variance to current board  
 2229 policy, provisions of a contractual agreement, or state rules and regulations. The site will have the ability  
 2230 to request variance to these policies, agreements, rules, or regulations under the conditions listed below.

2231 Due to National Labor Relations Board (NLRB) and Public Employees Relations Commission (PERC)  
 2232 concerns regarding "company unions," no administrator will be chair of any site council seeking a  
 2233 variance. Site councils are not employee representative bodies.

2234 In order for a site to apply for a variance it will need to have in place a governance structure identifying  
 2235 how the site will make decisions and what decisions will be made under the charter. The charter should  
 2236 include a covenant (an agreed upon set of principles of learning), and a process to determine the effect of  
 2237 a proposed variance.

2238 Employees at a site will vote on a contract variance by secret ballot. A 70% majority of votes cast is  
 2239 required before the variance can be submitted. Site charters may require a higher percentage.

2240 A site will present a written copy of all requested variances, including those that receive 100% approval, to  
 2241 the association president, the superintendent, or designee, and the District Site Council Advisory  
 2242 Committee no later than the Monday before the May KEA representative assembly, preceding the year of  
 2243 implementation. Exceptions may be agreed upon by KEA and KSD. Conference variances for both fall  
 2244 and spring conference dates are due to KEA and Human Resources by September 30 of the year that they  
 2245 are to be effective. The full day conferences (12:30-8:00 p.m.) are not eligible for a variance. It should  
 2246 indicate which policies, contractual provisions, or state rules and regulations will be affected, how they will  
 2247 be affected, and why the current language is an impediment.

2248 Employees opposed to the proposed change may appeal to the association president expressing their  
 2249 concerns. Employees who do not wish to work under conditions of a modified contract will be given  
 2250 highest priority for transfer to another building.

2251 The association's executive board, representative assembly, or general membership will vote on all  
 2252 variances affecting the contract between the association and district. Variances affecting other contracts,  
 2253 policies, or state rules and regulations will be submitted to the appropriate body.

2254 The District Site Council Advisory Committee will consider the variance within one month of receiving  
 2255 the request. Representatives from the site may be asked to meet with the committee. The role of the  
 2256 committee is to discuss how the variance will impact 1) student learning, 2) other individuals and/or



2257 organizations in the district, 3) school board policies, 4) contractual agreements, and/or 5) state laws and  
2258 other regulations. The committee may make recommendations to the site or the affected organization(s).

2259 The association will notify the board of the approved variance. The board will then vote on the variance  
2260 following its own procedures.

2261 The duration of a variance is one school year and does not set precedent or establish past practice. The  
2262 variance will expire **at the end of the school year for which it was approved.**

2263 **Renewing a Variance**

2264 To renew a variance, a site needs to submit data showing how the variance has improved or will improve  
2265 student learning. It is necessary to repeat the procedure outlined above. If a site approves a renewal, the  
2266 duration will be one school year.

2267 **Parameters for Variances**

2268 The district Site Council Committee has identified some areas of board policy, administrative procedures,  
2269 and collective bargaining agreements that do not lend themselves to variances at this time. These include  
2270 district expectations of student performance (as reflected in the district-approved curriculum); state and  
2271 district student assessments and program evaluation measures; and established policies and procedures for  
2272 the hiring, assignment, and transfer of current staff. Other areas include the board's mission statement  
2273 and strategic plan, expenditure allocations as established by the board, and employee compensation. The  
2274 general business structure of the association (i.e. definition of membership, association rights, dues  
2275 structure, and grievance process) is not subject to variances. Other areas that would not be subject to  
2276 variances include employee discipline, personnel files, staff protection, and other legal obligations and  
2277 commitments.

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2296 **Memos of Understanding**

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2298 **Health Care:**

2299 This agreement applies to the period of October 1, 2016 through October 31, 2017. The District and  
2300 Association agree to the following provisions in order to make a good faith effort to comply with 2012  
2301 Washington laws Ch. 3 -ESSB 5940.

- 2302 • Employees who elect to medical coverage must pay a minimum out of pocket premium.
- 2303 • Employees not paying any out of pocket costs will pay one (1) percent based on the following formula : Plan  
2304 Premium x 1% x FTE% = minimum employee monthly out of pocket cost.
- 2305 • The dollar amount collected in the above formula will be pooled for out of pocket costs for employee spouse,  
2306 employee children or family coverage.
- 2307 • An employee with medical insurance coverage through the district offered Quality High Deductible Health Plan  
2308 (QHDHP) can self-fund to a Health Savings Account-HSA.

2309 This Memorandum of Understanding shall be in effect October 1, 2016 and shall remain in effect until  
2310 October 31, 2017.

2311

2312 **Middle School Advisory Pilot at Desert Hills Middle School See also page 25**

2313 A certificated middle school employee assigned to an advisory will be paid a stipend of \$300 for work  
2314 performed outside the contracted workday during the 2016-2017 school year. This work will include  
2315 advisory sessions throughout the school year and Student Led Conferences in November. Employees will  
2316 receive a contract for the additional stipend in the fall. Advisory will not be subject to observations or  
2317 evaluations.

2318

2319

2320 **TPEP Evaluation Exclusions**

2321 This agreement applies to the 2016-2017 school year only. It states that the following positions will not be  
2322 evaluated using the TPEP process (as outline in the Appendix of this agreement):

- 2323 • Life Skills Teachers K-12
- 2324 • Autism Inclusion Teachers K-12
- 2325 • Autism Self-Contained Teachers K-12
- 2326 • Deans of Students/Coaches
- 2327 • Developmental Therapy Teachers K-5
- 2328 • Consulting Teachers (at MCP)

2329

2330 For all other elementary specialists, the following questions will be applied to determine if a teacher  
2331 should be evaluated under the TPEP system:

- 2332 1. Is the program the teachers are using a pull-out model?
- 2333 2. Does the teacher have a group of students for a full grading period?
- 2334 3. Does the teacher assign grades for the report card?

2335

2336 If the answer is “no” to any of the above questions, the teacher will not be evaluated on the TPEP system.

2337

2338 **Appendix**

2339

2340 **DEFINITIONS**

- 2341
- 2342 1. **District/Board** shall mean the Kennewick School District and the designated agents thereof.
- 2343 2. **Association/Bargaining Unit** shall mean the Kennewick Education Association which is affiliated with
- 2344 the Washington Education Association and with the National Education Association.
- 2345 3. **Parties** shall mean the District and the Association as co-signers of the Agreement.
- 2346 4. **Agreement** shall mean the Collective Bargaining Agreement signed by the parties.
- 2347 5. **Contract** shall mean the individual employment contract or other supplemental contracts issued to
- 2348 each employee.
- 2349 6. **RCW/WAC** shall refer to the applicable laws, rules and regulations of the state of Washington.
- 2350 7. **Policy/Board Policy** shall mean the current policies adopted by the Kennewick School District Board
- 2351 of Directors
- 2352 8. **Day** shall mean work day, except during summer when it shall mean district business days.
- 2353 9. **Employee, certificated employee, staff, or member**, shall mean all certificated personnel included in
- 2354 the bargaining unit.
- 2355 10. **Provisional employee** shall mean:
- 2356 (1) an employee during the first three years of employment by the District or the first two years
- 2357 where the Superintendent may make a determination to remove an employee from provisional
- 2358 status after the second year in accordance with the RCW/WAC guidelines.
- 2359 (2) an employee that has previously completed at least two (2) years of certificated employment in
- 2360 another school district in the state, during the first year of employment by the District.
- 2361
- 2362 11. **Leave replacement employee** shall mean employees issued a non-continuing contract for the purpose
- 2363 of filling the position of regular employee out on an extended leave.
- 2364 12. **Retire/Rehire** shall mean a certificated employee who retires and is separated from service and rehired
- 2365 in accordance with applicable RCW/WAC guidelines.
- 2366 13. **Seniority**, unless otherwise defined, shall mean the employee's total number of years teaching in
- 2367 Washington State. The date the employee signed the initial Kennewick employment contract will be used
- 2368 to break ties.
- 2369 14. **Same position** unless otherwise defined, shall mean the a position at the building, and grade level or
- 2370 subject area previously held by the employee subject to the normal adjustments necessitated by shifts in
- 2371 enrollment or course offerings.
- 2372 15. **Time Pay** shall mean the pay teachers may earn by attending and participating in district-led
- 2373 professional development activities that are outlined in the Section on Salaries under the TRI Days
- 2374 heading. These days are identified in the Calendar each year.
- 2375

2376 16. **Responsibility Pay** shall mean the pay teachers earn by doing duties outside of their regular contracted  
2377 days as deemed necessary by the individual employee. This may include but not be limited to regular  
2378 planning for classes, preparing classrooms, correcting student work, preparing grades, preparing progress  
2379 reports, writing IEPs, attending staff meetings, and attending and participating in Special education, 504  
2380 and/or other student/parent meetings, and for completion of professional responsibilities.

2381

## 2382 EVALUATION PROCEDURES

### 2383 I. Classroom Teacher Evaluation

#### 2384 DEFINITIONS

2385 **Classroom Teacher** does not include ESAs, Counselors, Librarians, Media Specialists, TOSAs,  
2386 Instructional Coaches, Curriculum Specialists, and other bargaining unit members who do not work with  
2387 or assign grades to regularly recurring and specifically defined groups of students. Those bargaining unit  
2388 members who do not meet this definition will remain under the previous evaluation system, as defined in  
2389 another section of this agreement. (See specific evaluation forms in the appendix.)

2390 **Criteria** shall mean one of the eight (8) state defined categories to be scored.

2391 **Component** shall mean one of the 22 areas that make up each of Danielson's four domains.

2392 **Evaluator** shall mean a certificated administrator who has been trained in observation, evaluation, inter-  
2393 rater reliability, and the use of the specific instructional framework and rubrics contained in this  
2394 agreement and any relevant state or federal requirements. The evaluator shall assist the teacher by  
2395 providing support and resources.

2396 **Artifacts** shall mean any products generated, developed or used by a certificated teacher. Artifacts should  
2397 not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation  
2398 process may be considered as artifacts.

2399 **Evidence** shall mean examples or observable practices of the teacher's ability and skill in relation to the  
2400 instructional framework rubric. Evidence collection is not intended to mirror a ProTeach or National  
2401 Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It  
2402 should be gathered from the normal course of employment. Documentation related to students and  
2403 parents may be submitted by the teacher as evidence.

2404 **Plan of Support** shall mean a voluntary plan offered/requested to assist an employee to address  
2405 identified problems during the course of the evaluation cycle.

2406 **Plan of Improvement** shall mean a mandatory plan based on the summative score at the end of the  
2407 evaluation cycle to be implemented the following year.

2408 **Not Satisfactory** shall mean:

- 2409     ▪ Level 1: Unsatisfactory - Receiving a summative score of 1 is not considered satisfactory  
2410         performance for all teachers.
- 2411     ▪ Level 2: Basic - If the classroom teacher is on a continuing contract with more than five years of

2412 teaching experience **and** if a summative score of 2 has been received two years in a row or two  
2413 years within a consecutive three-year period, the teacher is not considered performing at a  
2414 satisfactory level.

2415 **Student Growth** shall mean the change in student achievement between two points in time within the  
2416 current school year.

2417 **Student Growth Data** shall mean relevant multiple measures that can include classroom-based, school-  
2418 based, school district-based, and state-based tools. Assessments used to demonstrate growth will be  
2419 selected by the classroom teacher and mutually agreed upon by the evaluator. Percentages will not be  
2420 required by the evaluator as a measurement standard for student growth. Student growth goals without  
2421 specific percentages will default to the state criteria that more than 50% of students will show growth for  
2422 the teacher to be Proficient. To be Distinguished the significant majority of students will meet the  
2423 growth goal with consideration of the limiting factors to be discussed between the employee and  
2424 principal. The purpose of this evaluation system is to help teachers with their own professional growth. Evaluators will  
2425 begin from the assumption that all teachers are at a level 3-Proficient. For the purposes of evaluation, evaluators start by  
2426 looking at the requirements for level 3-Proficient and then move in either direction based on the evidence. Quality of  
2427 evidence will be favored over quantity.

2428

## 2429 STATE CRITERIA, FRAMEWORK, AND SCORING

### 2430 **A. The state evaluation criteria are:**

- 2431 1. Centering instruction on high expectations for student achievement,
- 2432 2. Demonstrating effective teaching practices,
- 2433 3. Recognizing individual student learning needs and developing strategies to address those needs,
- 2434 4. Providing clear and intentional focus on subject matter content and curriculum,
- 2435 5. Fostering and managing a safe, positive learning environment,
- 2436 6. Using multiple data elements to modify instruction and improve student learning,
- 2437 7. Communicating and collaborating with parents and the school community, and
- 2438 8. Exhibiting collaborative and collegial practices focused on improving instructional practices and  
2439 student learning.

### 2440 **B. Instructional Framework**

2441 The parties have agreed to the adopted evidence-based instructional framework developed by  
2442 Charlotte Danielson and approved by OSPI.

### 2443 **C. Summative Performance Scoring**

2444 If the evaluator and teacher cannot agree on a final summative score, the teacher may request an  
2445 alternative evaluator to analyze the evidence using the rubric.

2446 The overall summative score is determined as follows:

2447

- 2448 1. The performance rating for each of the eight (8) state evaluation criteria is determined by  
2449 combining the component score(s) and the student growth scores for criteria 3, 6, and 8. The score  
2450 for each criteria shall be determined by weighing all of the evidence and/or artifacts collected,  
2451 considering growth over time and comparing current performance to the rubric.
- 2452 2. Evaluators add up the raw score on these criteria and the employee is given a score of  
2453 Unsatisfactory, Basic, Proficient or Distinguished based on the scores below:

- 2454
- 2455 a) 8-14—Unsatisfactory
- 2456 b) 15-21—Basic
- 2457 c) 22-28—Proficient
- 2458 d) 29-32—Distinguished
- 2459

2460 3. There are five (5) components designated as student growth components embedded in the  
2461 instructional framework. These components are in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and  
2462 SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of  
2463 low, average or high based on the scores below:

- 2464 a) 5-12~ Low
- 2465 b) 13-17~ Average
- 2466 c) 18-20~ High

2467 4. The default definition of student growth will be more than 50% of the students meeting the goal.  
2468 If a teacher receives a (Distinguished) summative score and a Low student growth score, they must  
2469 be automatically moved to the 3 (Proficient) level for their summative score.

2470

2471 **D. A low student growth rating**

2472 Within two months of receiving the low student growth score or at the beginning of the following  
2473 school year, one or more of the following must be initiated by the evaluator following discussion with  
2474 the teacher:

- 2475 1. Examine student growth data with other evidence (including observation, artifacts and student  
2476 evidence) and additional levels of student growth based on classroom, school, district and state-  
2477 based tools;
- 2478 2. Examine extenuating circumstances possibly including: student attendance, class size, sufficient  
2479 availability of supplies and equipment for the instructional program, physical learning  
2480 environment, preparation time, administrative support, student behavior/discipline,  
2481 curriculum/assessment alignment, and other factors which may have contributed to an  
2482 Unsatisfactory score;
- 2483 3. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting  
2484 goals, and best practices;
- 2485 4. Create and implement a professional development plan to address student growth areas.

2486

2487 **II. APPLICABILITY**

2488 This evaluation system only applies to classroom teachers, specifically those staff with an assigned group of  
2489 students who provide academically focused instruction and grades for students.

2490 Those employees not using the Focused or Comprehensive system shall be evaluated using the traditional  
2491 long form or whichever evaluation has been determined for their particular job.

2492

2493

2494

2495 **III. PROFESSIONAL DEVELOPMENT**

2496 The Evaluative Criteria, Procedures and Forms will be distributed and explained to all employees in a  
2497 general meeting at the building level prior to the first observation and evaluation on or before Sept. 30.  
2498 At that time, employees will also be notified as to the whether they will be evaluated using the  
2499 comprehensive or focused process. An employee newly assigned to a building must have the evaluation  
2500 tool explained before an observation and evaluation occur. (See the evaluation forms in the appendix).  
2501

2502 **IV. PROCEDURAL COMPONENTS OF EVALUATION**

2503  
2504 The building administrators, principal, and/or assistant principal(s) will be designated as the evaluator(s)  
2505 for all employees assigned to the building. No teacher shall be evaluated by an evaluator who has not been  
2506 trained in observation, evaluation, and the use of the specific instructional framework and rubrics  
2507 contained in this agreement and any relevant state or federal requirements. Each year, the district will  
2508 provide the Association with evidence of the content and successful completion of this training by each  
2509 individual serving as an observer or evaluator before any such individuals may participate in the evaluation  
2510 process of bargaining unit members.  
2511

2512 Prior to the completion of the evaluation report, the evaluator will make the required observations of the  
2513 employee in a formal teaching setting. The time for at least one of the observations will be pre-determined  
2514 by the evaluator and the employee. Unless consent is given by the teacher, any employee who has received  
2515 a 1 or a 2 in any criteria in a previous observation shall not be observed on half-days, late start days, the  
2516 day before winter or spring break, or on days of assembly or modified schedule. Each regular observation  
2517 will be at least 30 minutes long. Only the bargained evaluation forms will be used.

2518 In addition to observing, the evaluator and the teacher will be jointly responsible for the collection of  
2519 evidence and artifacts necessary to complete the evaluation. An employee may be asked to provide  
2520 evidence or artifacts as are reasonable and sufficient to aid the evaluator where such information is not  
2521 easily observable or obtainable by the evaluator. Evaluators may not mandate arbitrary numbers or types  
2522 of evidence and artifacts.

2523 An employee receiving an unsatisfactory may contact the association for counsel and advice and include  
2524 union representation in the evaluation process.

2525 Upon request teacher may be assigned an alternative evaluator. Requests must be submitted by October  
2526 1<sup>st</sup> to the KEA president and include a specific reason for the change.

2527  
2528 **V. COMPREHENSIVE EVALUATION**

2529 A Comprehensive Evaluation will include evaluation of all eight state criteria. A teacher eligible for focused  
2530 evaluations must complete a comprehensive evaluation once every four years.

2531 **A. Pre-Observation Conference:**

2532 The pre-observation conference shall be held prior to each formal observation. The teacher and evaluator  
2533 will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the  
2534 employee's goals, establish a date for the formal observation, and to discuss such matters as the professional

2535 activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the  
2536 scoring criteria.

2537 **B. Formal Observations:**

- 2538 1. The first of at least two (2) formal observations for each employee shall be conducted within the  
2539 first ninety (90) days of the school year. The first observation shall be prearranged with the  
2540 teacher. The teacher may request additional observations. The total annual observation time  
2541 cannot be less than sixty (60) minutes. Any formal observation shall not be less than 30 minutes in  
2542 length.
- 2543 2. Third-year provisional status employees must be observed three times for a total of no less than 90  
2544 minutes.
- 2545 3. The observations will occur no later than ten (10) days after the pre-observation meeting.
- 2546 4. Unless consent is given by the teacher, any employee who has received a 1 or a 2 in any criteria in  
2547 a previous observation shall not be observed on half-days, late start days, the day before winter or  
2548 spring break, or on days of assembly or modified schedule. Each regular observation will be at least  
2549 30 minutes long.
- 2550 5. The evaluator will document all formal observations using the negotiated form and provide copies  
2551 to the employee within three (3) *working* days.
- 2552 6. The second formal observations will occur no sooner than six weeks after the first formal  
2553 observation and ideally, in different semesters or trimesters so that reasonable time can be  
2554 provided for continuing professional growth. The observation will occur no later than ten (10)  
2555 *working* days after the pre-observation meeting.
- 2556 7. The final formal observation shall occur prior to May 10th, unless the teacher is on probation- in  
2557 which timelines under the Probation section must be followed.
- 2558 8. All observations shall be conducted openly. **Audio or video recordings may not be made without**  
2559 **the prior knowledge and consent of the teacher.**

2560  
2561 **C. Informal Observations**

- 2562 1. An informal observation is a documented observation of no less than ten minutes that is not  
2563 required to be pre-scheduled. Additional informal observations may be necessary to collect  
2564 additional evidence.
- 2565 2. An evaluator may conduct any number of informal observations.
- 2566 3. Observations do not have to be in the classroom. Department or collegial meetings may be used  
2567 for informal observations.
- 2568 4. A copy of the documentation will be provided to the teacher within three (3) *working days* of the  
2569 informal observation. Documentation must identify areas of concern if any exist.
- 2570 5. Any time after an informal observation a teacher may request conference to discuss the  
2571 informal observation.

2572  
2573 **D. Post-Observation Conference**

- 2574 1. The post-observation conference between the evaluator and teacher will be held no later than ten  
2575 working (10) days after the formal observation.
- 2576 2. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence  
2577 related to the scoring criteria during the observation, and to discuss the teacher's performance.
- 2578 3. If there is an area of concern, the evaluator will identify specific concerns for the applicable  
2579 component and provide possible solutions to remedy the concern in writing. The evaluator



2580 must include a clear description of the problem, a detailed recommendation or  
2581 recommendations for improvement, and specific acceptable levels of performance as per  
2582 the language in the framework.

- 2583 4. At this time, the teacher has the right to provide additional evidence for each component to be  
2584 scored. Such evidence must be given appropriate weight and consideration in scoring the  
2585 components.

#### 2586 **E. Final Summative Evaluation Conference**

- 2587 1. No later than May 25<sup>th</sup>, or prior to May 15<sup>th</sup> if the employee is to receive a score below Proficient,  
2588 the evaluator and teacher shall meet to discuss the teacher's final summative score. The final  
2589 summative score, including the student growth score, must be determined by an analysis of  
2590 evidence. This analysis will take a holistic assessment of the teacher's performance over the course  
2591 of the year. If the teacher is on probation then the timelines under the Probation section must be  
2592 followed.
- 2593 2. Annual evaluations will be based on all classroom observations and evidence collected for that  
2594 year. Evidence may be collected at the beginning of the evaluation cycle, which commences the day  
2595 after school is dismissed and ends May 1 of the following school year
- 2596 3. The evaluator must be able to justify the score by comparing the evidence (or lack thereof)  
2597 to the rubric for each criterion.
- 2598 4. The employee may provide a list of any factors limiting his or her performance which the evaluator will  
2599 consider prior to assigning the final summative score. Factors may include, but are not limited to the  
2600 following:
- 2601 a. Class size, in accordance with this contract.
  - 2602 b. Sufficient availability of supplies and equipment for the instructional program.
  - 2603 c. Adequate physical facilities and location to accommodate the learning environment as  
2604 necessitated by the area of instruction being taught.
  - 2605 d. Preparation time for employees, in accordance with this contract.
  - 2606 e. Administrative support in dealing with disciplinary problems, in accordance with this  
2607 contract.
  - 2608 f. Evaluation for employees in the teaching areas for which they are qualified.
- 2609 5. The teacher will sign three (3) copies of the Final Summative Evaluation Report. Distribution of the  
2610 final evaluation criteria form will be as follows: one to the employee, one to the evaluator, and one  
2611 to the personnel file. The signature of the teacher does not, however, necessarily imply that the  
2612 employee agrees with its contents. The teacher may attach any written comments to observations  
2613 and to the final annual evaluation report as well, and may seek relief through the grievance  
2614 procedure. An employee receiving an unsatisfactory may write a rebuttal which shall be attached  
2615 to the observation report.
- 2616 6. Only the final evaluation form and rebuttal, if any, is placed in the teacher's personnel file. All other  
2617 documents remain in the working files at the school.

#### 2618 **F. Comprehensive Evaluation Timeline**

- 2619 1. Teacher will complete the self-assessment form and share it with the supervisor no later than Sept.  
2620 30.
- 2621 2. Student growth goals for criteria 3, 6, and 8 shall be proposed by the teacher and mutually agreed

upon by the evaluator during the goal-setting conference, to be held no later than Oct. 31.

3. First formal observation will be completed by Dec. 1. Pre- and post-observation conferences should accompany each formal observation.
4. Student growth summary will be due to the supervisor on or before April 30.
5. Final observation will be completed by May 10th.
6. Final evaluation will be completed by May 25<sup>th</sup>, or prior to May 15<sup>th</sup> if the employee is to receive a score below Proficient.
7. If a teacher is on probation, the timelines under the Probation section must be followed.

## VI. FOCUSED EVALUATION

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

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

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

### Process for Focused Evaluation

- A. The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must occur within the first sixty (60) days of the school year.
  1. The criterion area to be evaluated shall be proposed by the teacher and mutually agreed upon by the evaluator during the goal-setting conference to be held no later than October 31<sup>st</sup>,
  2. If the employee chooses criterion 3, 6, or 8, they must complete the corresponding student growth components.
  3. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
  4. If the criterion selected for a focused evaluation has been determined to be non-observable, a classroom-based observation will not be required.
5. Informal Observations
  - a. An informal observation is a documented observation of no less than ten minutes that is not required to be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.
  - b. An evaluator may conduct any number of informal observations.
  - c. Observations do not have to be in the classroom. Department or collegial meetings may be used for informal observations.
  - d. A copy of the documentation will be provided to the teacher within three (3) days of the informal observation. Documentation must identify areas of concern if any exist.

- 2667 e. Any time after an informal observation a teacher may request a conference  
2668 to discuss the informal observation.
- 2669 6. A mid-year conference is required to provide feedback on goal and criterion progress.  
2670 7. The score received on the selected criterion is the score assigned as the final summative  
2671 score.  
2672 8. A group of teachers may focus on the same evaluation criterion and share professional  
2673 growth activities. This collaboration should be initiated by the teacher(s) and no  
2674 individual shall be required to work on a shared goal.

2675 B. Final Summative Evaluation Conference

- 2676 1. No later than May 25<sup>th</sup>, or prior to May 15<sup>th</sup> is the employee is to receive a score below proficient,  
2677 the evaluator and teacher shall meet to discuss the teacher's final summative score. The final  
2678 summative score, including the student growth score, must be determined by an analysis of  
2679 evidence. This analysis will take a holistic assessment of the teacher's performance over the course  
2680 of the year.
- 2681 2. Annual evaluations will be based on all classroom observations and evidence collected for that  
2682 year. Evidence may be collected at the beginning of the evaluation cycle, which commences the  
2683 day after school is dismissed and ends May 1 of the following school year.
- 2684 3. The evaluator must be able to justify the score by comparing the evidence (or lack thereof)  
2685 to the rubric for each criterion.
- 2686 4. The employee may provide a list of any factors limiting his or her performance in which  
2687 the evaluator will consider prior to assigning the final summative score. Factors may  
2688 include but are not limited to the following:
- 2689 a. Class size, in accordance with this contract
  - 2690 b. Sufficient availability of supplies and equipment for the instructional program
  - 2691 c. Adequate physical facilities and location to accommodate the learning  
2692 environment as necessitated by the area of instruction being taught
  - 2693 d. Preparation time for employees in accordance with this contract
  - 2694 e. Administrative support in dealing with disciplinary problems in accordance with this contract.
  - 2695 f. Evaluation for employees in the teaching areas for which they are qualified.
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- 2697 5. The teacher will sign three (3) copies of the Final Summative Evaluation Report. Distribution of the  
2698 final evaluation criteria form will be as follows: one to the employee, one to the evaluator, and one  
2699 to the personnel file. The signature of the teacher does not, however, necessarily imply that the  
2700 employee agrees with its contents. The teacher may attach any written comments to observations  
2701 and to the final annual evaluation report as well, and may seek relief through the grievance  
2702 procedure.
- 2703 6. An employee receiving an unsatisfactory may write a rebuttal which shall be attached to the  
2704 observation report.
- 2705 7. Only the final evaluation form and rebuttal, if any, is placed in the teacher's personnel file. All  
2706 other documents remain in the working files at the school.

2707 C. Focused Evaluation Timeline

- 2708 1. During October teachers will meet with their supervisors, either as individuals or as grade level  
2709 teams to review goal(s) for their chosen focus area.

- 2710 2. Teachers complete and submit the final Student Growth Goal form no later than Oct. 31.
- 2711 3. First formal observation, if appropriate, will be completed by Dec. 1. The “observation” may be
- 2712 held during teacher PLC meetings, etc. as appropriate to the criteria.
- 2713 4. Pre and post conferences are not required for the Focused Evaluation process.
- 2714 5. Student growth summary will be due to the supervisor April 30.
- 2715 6. Final Evaluation Meetings with individuals or teams between May 10th and May 25th.
- 2716 7. Final evaluation will be completed by May 25<sup>th</sup> or prior to May 15<sup>th</sup> if the employee is to receive a
- 2717 score below Proficient.

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2719 **VII. SUPPORT FOR BASIC AND UNSATISFACTORY EMPLOYEES**

- 2720 A. The Association will be notified when any teacher with three or more years of experience is judged
- 2721 below Proficient on the summative evaluation within ten (10) school days.
- 2722 B. When a teacher with three or more years of experience is judged below 3 - Proficient, additional
- 2723 support shall be granted to the employee to support their professional development. This may include:
- 2724 PAR assistance, district-provided trainings, coursework, various materials and any assistance as may be
- 2725 provided by the Association.

2726 In such cases that a teacher with more than five (5) years of experience receives a summative evaluation  
2727 score below Proficient, the teacher must be formally observed before October 15<sup>th</sup> the following year. If  
2728 the 1<sup>st</sup> Formal Observation in that following year results in ongoing and specific performance concerns,  
2729 one of the following may occur:

- 2730 1. a structured support or improvement plan will be Implemented to support teacher within the first 60
- 2731 days of the school year.
- 2732 2. the teacher may be placed on probation according to the requirements/timelines outlined in the
- 2733 Probation section.

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2735 **VIII. ADDITIONAL SUPPORT FOR PROVISIONAL EMPLOYEES**

2736 Before non-renewing a provisional teacher, the evaluator shall have made good faith efforts beyond  
2737 the minimum requirements of the evaluation process to assist the teacher in making satisfactory  
2738 progress toward remediating deficiencies. The efforts may include:

- 2739 A. A completed comprehensive evaluation conducted in accordance with Section IX above;
- 2740 B. A specific and reasonable plan designed to assist the teacher in making satisfactory progress
- 2741 in improving his/her performance, including benchmarks defining desired performance and
- 2742 indicating it has been achieved.
- 2743 C. A description of the assistance and services the District will provide to the teacher to
- 2744 improve his/her performance;
- 2745 D. Periodic reports to the teacher of the evaluator's judgment on the teacher's progress
- 2746 toward remediating deficiencies;
- 2747 E. Written notice to the Association and teacher prior to March 1, or thirty (30) calendar days after
- 2748 the teacher began work, whichever is later.

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**IX. PROBATION**

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

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

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

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**Step 1**

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

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**Step 2**

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

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- 8) A clear definition of the problem in terms of instruction deficiency, as related to the evaluation criteria based on the framework. Once the areas of deficiency and the criteria for improvement have been established, they cannot be changed.
- 9) A clear and reasonable set of expectations delineating what levels of performance would constitute acceptable performance in the problem areas defined.
- 10) A prescription for remediation that spells out courses of action and time expectations, so the employee involved can reach an acceptable level of performance.
- 11) A prescription for assistance by the principal that spells out courses of action whereby the employee will be assisted, counseled, and tutored in improving the level of performance to an acceptable level.

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**Step 3**

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

**Step 4**

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

- 1) The teacher demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status and renewal of contract. (A teacher with more than five (5) years of experience shall have earned a score of proficient. A non-provisional teacher with five (5) or fewer years of experience shall have earned a minimum score of basic): or
- 2) The teacher has demonstrated improvement in the stated areas of deficiency, but should have the probationary period extended to address areas where further improvement is required; or
- 3) The teacher has not demonstrated sufficient improvement in the stated areas of deficiency constituting grounds for a finding of probable cause for non-renewal of contract under RCW 28A.405.300 or 28A.405.210.

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

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

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

2826 X. NON-RENEWAL (DISCHARGE)

2827 When a continuing contract teacher with five (5) or more years of experience receives a comprehensive  
2828 summative evaluation rating of 1- Unsatisfactory for two (2) consecutive years, the District shall, within ten  
2829 (10) days of the completion of the Final Evaluation Conference or May 15<sup>th</sup>, whichever occurs first,  
2830 implement the teacher notification of non-renewal (discharge) as provided in RCW.28A.405.300.

2831 The teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by  
2832 the Superintendent pursuant to this Article shall have ten (10) *working* days following receipt of said notice  
2833 to file any notice of appeal as provided by statute.

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2835 XI. EVALUATION RESULTS

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2837 A. Evaluation results shall be used:

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2839 1. To acknowledge, recognize, and encourage excellence in professional performance.  
2840 2. To document the level of performance by a teacher of his/her assigned duties.  
2841 3. To identify specific areas in which the teacher may need improvement according to the criteria  
2842 included on the evaluation instrument.  
2843 4. To document performance by a teacher judged unsatisfactory based on the District evaluation  
2844 criteria.  
2845 5. Human Resources and personnel decisions will be bargained when required.  
2846 6. Other uses of evaluation results are subject to bargaining.

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2848 B. Evaluators shall not consider school or District-wide, building-wide, department, grade level or any  
2849 other groups' scores when evaluating the individual teacher. For example, there shall be no pre-  
2850 determined limits on the number of 4's (Distinguished) in a school.

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