

**Certificated
Collective Bargaining
Agreement**

**Kennewick
Education
Association
&
Kennewick
School
District**

2019-21

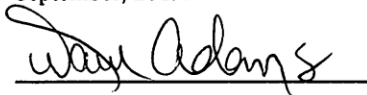
Terms of Agreement Certificated Contract

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.

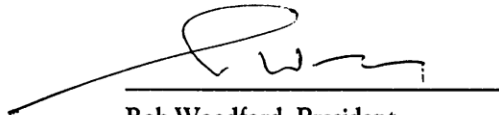
This agreement was bargained in accordance with RCW 41.59, the Educational Employment Relations Act and will remain in full force and effect from Sept. 1, 2019 up to and including Aug. 31, 2021. Either party may, upon written notice no later than 60 days before the date of expiration, give notice of 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 fourth (4) day of September, 2019.



Dawn Adams, President
KSD No. 17 Board of Directors



Rob Woodford, President
Kennewick Education Association

Bargaining Team

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

Bargaining Team

David Campbell
Jim Gow, Uniserv
Janet Bell
Valerie Swanger
Sarah Ard
Rebecca Riley
Tom Riel
Melissa Schneider
Kim Berna

Recorders: Patty Lord

Kennewick Education Association Ratified: August 30, 2019

Kennewick School Board Adopted: September 4, 2019

TABLE OF CONTENTS

Terms of Agreement... Page 1

Article I – Administration ... [pages 4-5](#)

Section 1 – Exclusive Recognition... [page 4](#)

Section 2 – Viability of Signed Agreement... [page 4](#)

Section 3 – Conformity to Law... [page 4](#)

Section 4 – Status of the Agreement... [page 4](#)

Section 5 – Contract Compliance... [page 4](#)

Section 6 – Maintenance of Benefits... [page 5](#)

Section 7 – Printing and Distribution of Agreement... [page 5](#)

Section 8 – Management Rights... [page 5](#)

Section 9 – Subcontracting... [page 5](#)

Article II – Business... [pages 6-7](#)

Section 1 – Payroll Deductions... [page 6](#)

Section 2 – Other Deductions... [page 6](#)

Section 3 – Association Rights... [page 7](#)

Article III – Personnel... [pages 8-51](#)

Section 1 – Employment of Certificated Employees... [page 8](#)

Section 2 – Academic Freedom... [page 8](#)

Section 3 – Certificated Employee Rights... [page 9](#)

Section 4 – Personnel Files... [page 10](#)

Section 5 – Evaluation Procedures... [page 11](#) (see appendix)

Section 6 – Probationary Procedures... [page 19](#) (see appendix)

Section 7 – Grievance Procedure... [page 21](#)

Section 8 – Layoff and Recall... [page 24](#)

Section 9 – Assignment and Transfer... [page 25](#)

Section 10 – Staff Protection... [page 30](#)

28	Section 11 – Contracts, Workday, and Payment... page 33
29	Section 12 – Salaries... page 37
30	Section 13 – Additional Responsibilities... page 40
31	Section 14 – Insurance Benefits... page 43
32	Section 15 – Leaves... page 43
33	Section 16 – Calendar, Work Year... page 48
34	Section 17 – Emergency School Closure/Delay Opening... page 49
35	Article IV – Instruction... pages 51-72
36	Section 1 – Professional Development... page 51
37	Section 2 – Peer Assistance and Resources (PAR)... page 53
38	Section 3 – Payment for Service on District Committees... page 57
39	Section 4 – Employee Workload... page 59
40	Section 5 – Class Size... page 62
41	Section 6 – Employee Participation... page 69
42	Section 7 – Student Discipline... page 70
43	Section 8 – Site-Based Decision Making... page 71
44	
45	Appendix... page 73
46	Definitions
47	Evaluation Forms
48	Salary Schedule
49	Memorandums of Understanding
50	Calendar

ARTICLE 1 - ADMINISTRATION

SECTION 1: EXCLUSIVE RECOGNITION

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

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

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

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

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

SECTION 2: VIABILITY OF SIGNED AGREEMENTS

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

SECTION 3: CONFORMITY TO LAW

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

SECTION 4: STATUS OF THE AGREEMENT

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

SECTION 5: CONTRACT COMPLIANCE

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

91 **SECTION 6: MAINTENANCE OF BENEFITS**

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

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

97 Both parties must proofread a copy of the final agreement. Both the Association and the District will
98 inform the members on how to access their downloadable copy of the agreement. A hard copy will be
99 available from the District or the Association upon request. A downloadable file on both the District and
100 Association websites will be available.

101 **SECTION 8: MANAGEMENT RIGHTS**

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

105 **SECTION 9: SUBCONTRACTING**

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

ARTICLE II - BUSINESS

SECTION 1: PAYROLL DEDUCTIONS

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

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

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

Any bargaining unit member may voluntarily join the Association, but no member of the bargaining unit will be required to join.

The Association will provide an automatic payroll authorization form to each employee choosing to join the Association. The employee will sign and deliver the authorization to the Association. The District, upon receipt of the authorization, will deduct from the employee's salary each pay period the dues amount set by the Association. Deductions for employees submitting authorization after the commencement of the school year shall commence in the first possible pay period following such authorization. Once an employee has signed the automatic payroll authorization, dues deductions will be continuous thereafter, unless revoked in writing to the Washington Education Association through the established process. The Association will promptly submit notice of revocation to the District Payroll Office. The District shall not discontinue dues collection for any employee until receiving confirmation of completion of the aforementioned process through WEA.

The Association will submit the automatic payroll authorization to the District Payroll Office for processing. The Association will provide a table of prorated annual dues, assessments, and fees to the District Payroll Office to determine monthly dues deductions.

Members of the Association may sign a separate voluntary membership form and dues deduction authorization for WEA-PAC and NEA-PAC. The District will deduct these dues in the same manner described above for membership dues deduction.

The Association agrees to defend and hold the District harmless against any legal action brought against the District for compliance with the dues deduction provisions contained in this agreement.

SECTION 2: OTHER DEDUCTIONS

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

A list of the programs eligible for payroll deduction is available at the District Payroll Office. The District and Association mutually determine the programs. These plans may not be implemented without prior written agreement of the District and Association.

Employees will be eligible for deductions under Section 125 of the IRS Code for medical premiums paid out of pocket. In addition, a medical reimbursement plan and/or a dependent care assistance plan administered by a third party will be made available. Those who participate will pay all charges associated with the programs administered by a third party. Section 125 deductions will be from gross

148 earnings and are not subject to income or social security taxes. Employees should be aware that
149 deductions under Section 125 might adversely affect social security calculations.

150 **SECTION 3: ASSOCIATION RIGHTS**

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

155 The Association will have the right to post notices of activities and matters of Association concern on
156 bulletin boards provided in each faculty lounge of each building in the District.

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

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

161 The Association may appoint at least one (1) grievance representative at each of the District schools
162 and/or other facilities where employees in the bargaining unit work. This representative will assist
163 employees in the bargaining unit on matters related to grievances. Representatives of the Association
164 who participate during working hours in grievance-related proceedings, conferences, or meetings with
165 representatives of the District will suffer no loss in pay. The Association will notify the District of the
166 individuals to be released.

167 The District will provide the Association reasonable access to new employees of the bargaining unit for
168 the purpose of presenting information about the Association to new employees. This will occur within
169 90 days of the employee's start date.

170 The Association President or other representative chosen by the president will have not less than 30
171 minutes to provide information to new employees regarding Association membership. This time will
172 occur during regular contact hours, excluding lunch, or during the additional hours paid by the District
173 for the new employees at the beginning of the year. New employees not attending this meeting may
174 meet with the Association for no less than 30 minutes at each work site during regular contract hours,
175 excluding lunch, provided it is outside of their teaching time with students.

176 For employees hired after the start of the school year, the Association President shall be informed of the
177 name and location of all newly-hired employees within one (1) week of the employee's start date.
178 Within the first 90 days following this notice, a minimum of 30 minutes will be provided during the
179 contract day, excluding lunch, for the Association to meet with the employee(s) to provide information
180 regarding Association membership.

ARTICLE III - PERSONNEL

SECTION 1: EMPLOYMENT OF CERTIFICATED EMPLOYEES

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

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

New employees will receive support from the Peer Assistance and 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/technology 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 students 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).

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

SECTION 3: CERTIFICATED EMPLOYEE RIGHTS

Individual Rights

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

Right to Join and Support Association

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

Right to Due Process

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

An employee can request to have a representative of the Association present. The employee shall be advised of this right at the time the meeting is requested. When a request for representation is made, no action will be taken with respect to the informed employee until a representative of the Association has had an opportunity to be present. No hearing will be delayed more than five (5) workdays due to the unavailability of the employee's requested representative.

No employee will be reprimanded, disciplined, suspended, and reduced in rank or compensation, or non-renewed without just cause. The standard for just cause is as follows:

- 1) Notice: Forewarning of consequences of conduct.
- 2) Reasonable Rule: Related to the orderly, efficient and safe operation of the District.
- 3) Investigation/Fair Investigation: A thorough, fair and objective investigation is conducted prior to administering discipline.
- 4) Proof: Ample evidence is obtained that the employee committed the offense.
- 5) Equal Treatment: Rules and penalties are applied consistently and without discrimination.

Penalty: The degree of discipline is reasonably related to the seriousness of the offense and considers the employees record of service with the District.

The District agrees to follow a policy of progressive discipline which normally should include verbal warning, written warning, written reprimand, suspension without pay, and discharge. Discipline should be consistent with the seriousness of the offense. Individual steps of progressive discipline may be bypassed when the seriousness of the misconduct warrants.

An employee will have the right to face his or her accuser(s). Refusal by a complainant to be identified shall preclude the District from acting upon the complaint unless the revelation of the complainant is precluded by law.

258 All information forming the basis of any charge will be made available to the employee in writing prior
259 to any investigatory meeting. All complaints concerning the employee, including the specific content of
260 the complaint, will be brought to the attention of the employee within 10 working days, except where
261 doing so would materially affect an ongoing investigation. The level of specificity is defined as the
262 alleged action of the employee and the corresponding policy/regulation that is alleged to have been
263 violated. All discipline will be conducted in private.

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

266 The parties recognize there may be instances when a supervisor wants to inform an employee of a
267 concern that may not rise to a level requiring formal discipline. In such cases, the District may issue to
268 employees Letters of Direction, which give specific directives or reiterate the District's rules or policies.
269 Since the intent is only to inform the employee of specific concerns, such letters will not contain threats
270 of future discipline. Letters of Direction shall not be considered disciplinary action and will only serve
271 as evidence of notice for any future discipline.

272 Electronic Surveillance

273 The parties recognize the necessity of the use video or other electronic surveillance in common areas for
274 safety and security purposes. The parties also recognize the need to balance safety and security concerns
275 with employees' reasonable expectation of a fair level of privacy in the workplace.

276 The District will not use any audio, video or other electronic surveillance in individual classrooms/work
277 areas (excluding common areas used as classrooms such as libraries and gymnasiums) without the prior
278 knowledge and written approval of the employee. Electronic surveillance information may not be used
279 as evidence of "Unsatisfactory" or "Basic" performance in the evaluation process. No administrator or
280 agent of the District will engage in monitoring of electronic surveillance recordings with the intent to
281 identify potential misconduct of employees. Information obtained from surveillance cameras shall not be
282 used as a basis for disciplinary action, except to verify or contradict a specific, credible allegation.
283 However, if in the viewing of video for other legitimate purposes, the District finds policy violations or
284 criminal behavior, the District may use the video to address the situation.

285 SECTION 4: PERSONNEL FILES

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

291 The employee may have an Association representative present when reviewing his or her personnel file
292 and/or records. The District may have representatives present during this review.

293 There will be only one (1) personnel file, which will be kept in the Human Resource Department. There
294 will be no secret or alternative files kept in the District. However, this will not preclude administrators
295 from keeping working files for their own use. All working files will be subject to the employee's
296 inspection, with exclusive right of response by the employee. Central office administrators will review
297 the contract language regarding working files with building administrators **at the beginning of each**
298 **school year.**

299 Correspondence or other materials making reference to an employee's competence, character, or manner
300 will not be kept or placed in the personnel file without the employee's knowledge, and the employee will

have the exclusive right of addendum of all items in the files. Any derogatory material not shown to an employee within 10 days after receipt or composition (except in criminal investigations) will not be allowed as evidence in any grievance or disciplinary action against an employee.

Derogatory materials, except evaluations, will be removed from the employee's personnel and/or working file at his or her request two (2) years from the date of the circumstances or event that precipitated the placement of the material. Findings relating to offenses against children will remain in the file.

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

SECTION 5: EVALUATION PROCEDURES

Definitions

“Classroom Teacher” does not include ESAs, Counselors, Librarians, Psychologists, Lifeskills, Autism, Tier II Behavior, Structured Resource Rooms or ESL Specialists, Media Specialists, TOSAs, Instructional Coaches, Curriculum Specialists, and other bargaining unit members who do not work with or assign grades to regularly recurring and specifically defined groups of students. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in another section of this agreement (see specific evaluation forms in the appendix).

“Criteria” shall mean one (1) of the eight (8) state defined categories to be scored.

“Component” shall mean one (1) of the 22 areas that make up each of Danielson’s four (4) domains.

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

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

“Observe” or “Observation” shall mean the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional or leadership framework rubrics. In the comprehensive evaluation two (2) thirty-minute observations are required. Audio or video recordings cannot be made without prior knowledge and written approval from the teacher.

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

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

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

“Not Satisfactory” shall mean:

Level 1: “Unsatisfactory” - Receiving a summative score of 1 is not considered satisfactory performance for all teachers.

Level 2: “Basic” - If the classroom teacher is on a continuing contract with more than five (5) years of teaching experience and if a summative score of 2 has been received two (2) years in a row or two (2) years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.

“Student Growth” shall mean the change in student achievement between two (2) points in time within the current school year.

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

State Criteria, Framework and Scoring

The state evaluation criteria are:

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

Instructional Framework

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

Summative Performance Scoring

If the evaluator and teacher cannot agree on a final summative score, the teacher may request an alternative evaluator to analyze the evidence using the rubric. The overall summative score is determined as follows:

- 1) The performance rating for each of the eight (8) state evaluation criteria is determined by combining the component score(s) and the student growth scores for criteria 3, 6, and 8. The score for each criteria shall be determined by weighing all of the evidence and/or artifacts collected, considering growth over time and comparing current performance to the rubric.
- 2) Evaluators add up the raw score on these criteria and the employee is given a score of “Unsatisfactory”, “Basic”, “Proficient” or “Distinguished” based on the scores below:
8-14—”Unsatisfactory”

- 387 15-21—"Basic"
388 22-28—"Proficient"
389 29-32—"Distinguished"
- 390 3) There are five (5) components designated as student growth components embedded in the
391 instructional framework. These components are in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and
392 SG 8.1. Evaluators add up the raw score on these components and the employee is given a score
393 of low, average or high based on the scores below:
- 394 5-12 – Low
395 13-17 – Average
396 18-20 – High
- 397 4) The default definition of student growth will be more than 50% of the students meeting the goal.
398 If a teacher receives a ("Distinguished") summative score and a Low student growth score, they
399 must be automatically moved to the 3 ("Proficient") level for their summative score.

400 **A Low Student Growth Rating**

401 Within two (2) months of receiving the low student growth score or at the beginning of the following
402 school year, one (1) or more of the following must be initiated by the evaluator following discussion
403 with the teacher:

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

414 **Applicability**

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

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

419 **Professional Development**

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

425 **Procedural Components of Evaluation**

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

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

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

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

444 An employee receiving an “Unsatisfactory” may contact the Association for counsel and advice and
445 include Association representation in the evaluation process.

446 Upon request teacher may be assigned an alternative evaluator. Requests must be submitted **by Oct. 1** to
447 the Association President and include a specific reason for the change.

448 Comprehensive Evaluation

449 A Comprehensive Evaluation will include evaluation of all eight state criteria. A teacher eligible for
450 focused evaluations must complete a comprehensive evaluation once every six (6) years.

451 **Pre-Observation Conference**

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

457 **Formal Observations:**

458 The first of at least two (2) formal observations for each employee shall be conducted within the first 90
459 days of the school year. The first observation shall be prearranged with the teacher. The teacher may
460 request additional observations. The total annual observation time cannot be less than 60 minutes. Any
461 formal observation shall not be less than 30 minutes in length.

462 Third-year “Provisional” status employees must be observed three (3) times for a total of no less than 90
463 minutes.

464 The observations will occur no later than ten days after the pre-observation meeting.

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

469 The evaluator will document all formal observations using the negotiated form and provide copies to the
470 employee within three (3) *working* days.

471 The second formal observations will occur no sooner than six (6) weeks after the first formal
472 observation and ideally, in different semesters or trimesters so that reasonable time can be provided for
473 continuing professional growth. The observation will occur no later than ten working days after the pre-
474 observation meeting.

475 The final formal observation shall occur **prior to May 10**, unless the teacher is on probation, when
476 timelines under the “Probation” section must be followed.

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

479 ***Informal Observations***

480 An informal observation is a documented observation of no less than ten minutes that is not required to
481 be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.

482 An evaluator may conduct any number of informal observations.

483 Observations do not have to be in the classroom. Department or collegial meetings may be used for
484 informal observations.

485 A copy of the documentation will be provided to the teacher within three (3) working days of the
486 informal observation. Documentation must identify areas of concern if any exist.

487 Any time after an informal observation a teacher may request conference to discuss the informal
488 observation.

489 ***Post-Observation Conference***

490 The post-observation conference between the evaluator and teacher will be held no later than ten
491 working ten days after the formal observation.

492 The purpose of the post-observation conference is to review the evaluator's and teacher's evidence
493 related to the scoring criteria during the observation, and to discuss the teacher's performance.

494 If there is an area of concern, the evaluator will identify specific concerns for the applicable component
495 and provide possible solutions to remedy the concern in writing. The evaluator must include a clear
496 description of the problem, a detailed recommendation or recommendations for improvement, and
497 specific acceptable levels of performance as per the language in the framework.

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

500 ***Final Summative Evaluation Conference***

501 **No later than May 25, or prior to May 15**, if the employee is to receive a score below “Proficient” the
502 evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative
503 score, including the student growth score, must be determined by an analysis of evidence. This analysis
504 will take a holistic assessment of the teacher's performance over the course of the year. If the teacher is
505 on probation then the timelines under the “Probation” section must be followed.

506 Annual evaluations will be based on all classroom observations and evidence collected for that year.
507 Evidence may be collected at the beginning of the evaluation cycle, which commences the day after
508 school is dismissed and **ends May 1 of the following school year.**

509 The evaluator must be able to justify the score by comparing the evidence (or lack thereof) to the rubric
510 for each criterion.

511 The employee may provide a list of any factors limiting his or her performance which the evaluator will
512 consider prior to assigning the final summative score. Factors may include, but are not limited to the
513 following:

- 514 1) Class size, in accordance with this contract.
- 515 2) Sufficient availability of supplies and equipment for the instructional program.
- 516 3) Adequate physical facilities and location to accommodate the learning environment as
517 necessitated by the area of instruction being taught.
- 518 4) Preparation time for employees, in accordance with this contract.
- 519 5) Administrative support in dealing with disciplinary problems, in accordance with this contract.
- 520 6) Evaluation for employees in the teaching areas for which they are qualified.

521 The teacher will sign three (3) copies of the Final Summative Evaluation Report. Distribution of the final
522 evaluation criteria form will be as follows: one (1) to the employee, one (1) to the evaluator, and one (1)
523 to the personnel file. The signature of the teacher does not, however, necessarily imply that the employee
524 agrees with its contents. The teacher may attach any written comments to observations and to the final
525 annual evaluation report as well, and may seek relief through the grievance procedure. An employee
526 receiving an “Unsatisfactory” may write a rebuttal which shall be attached to the observation report.

527 Only the final evaluation form and rebuttal, if any, is placed in the teacher’s personnel file. All other
528 documents remain in the working files at the school.

529 ***Comprehensive Evaluation Timeline***

530 Teacher will complete the self-assessment form and share it with the supervisor **no later than Sept. 30.**

531 Student growth goals for criteria 3, 6, and 8 shall be proposed by the teacher and mutually agreed upon
532 by the evaluator during the goal-setting conference, **to be held no later than Oct. 31.**

533 First formal observation **will be completed by Dec. 1.** Pre- and post-observation conferences should
534 accompany each formal observation.

535 Student growth summary will be due to the supervisor **on or before Apr. 30.**

536 Final observation **will be completed by May 10.**

537 Final evaluation **will be completed by May 25 or prior to May 15** if the employee is to receive a score
538 below “Proficient”.

539 If a teacher is on probation, the timelines under the “Probation” section must be followed.

540 **Focused Evaluation**

541 The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation
542 process, and will include evaluation of one (1) of the eight (8) state criteria.

543 If a non-”Provisional” teacher has scored at “Proficient” or higher the previous year, they may choose to
544 be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for five
545 (5) years before returning to the Comprehensive Evaluation.

546 A summative score is assigned using the summative score from the most recent comprehensive
547 evaluation. This score becomes the focused summative score for any of the subsequent years. Should a
548 teacher provide evidence of exemplary practice on a focused evaluation criterion, a level 4
549 (“Distinguished”) score may be awarded by the evaluator.

550 All observations shall be conducted openly. Audio or video recordings may not be made without the
551 prior knowledge of and written approval from the teacher.

552 ***Process for Focused Evaluation***

553 The teacher or the evaluator can initiate a move from the Focused Evaluation to the Comprehensive
554 Evaluation. A decision to move a teacher from a Focused Evaluation to a Comprehensive Evaluation must
555 occur within the first 60 days of the school year.

556 The criterion area to be evaluated shall be proposed by the teacher and mutually agreed upon by the
557 evaluator during the goal-setting conference to be held **no later than Oct. 31**.

558 If the employee chooses criterion 3, 6, or 8, he or she must complete the corresponding student growth
559 components.

560 If the employee chooses criterion 1, 2, 4, 5, or 7, he or she must also complete the student growth
561 components in criterion 3 or 6.

562 Visits, work samples, or conversations that allow for the gathering and examining of evidence over time
563 against the instructional framework rubrics may be considered an observation.

564 ***Informal Observations***

565 An informal observation is a documented observation of no less than ten minutes that is not required to
566 be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.

567 An evaluator may conduct any number of informal observations.

568 Observations do not have to be in the classroom. Department or collegial meetings may be used for
569 informal observations.

570 A copy of the documentation will be provided to the teacher within three (3) days of the informal
571 observation. Documentation must identify areas of concern, if any exist.

572 Any time after an informal observation a teacher may request a conference to discuss the informal
573 observation.

574 A mid-year conference is required to provide feedback on goal and criterion progress.

575 A group of teachers may focus on the same evaluation criterion and share professional growth activities.
576 This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a
577 shared goal.

578 ***Final Summative Evaluation Conference***

579 **No later than May 25, or prior to May 15** if the employee is to receive a score below ““Proficient””
580 the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative
581 score, including the student growth score, must be determined by an analysis of evidence. This analysis
582 will take a holistic assessment of the teacher's performance over the course of the year.

583 Annual evaluations will be based on all classroom observations and evidence collected for that year.
584 Evidence may be collected at the beginning of the evaluation cycle, which commences the day after
585 school is dismissed and ends **May 1 of the following school year**.

586 The evaluator must be able to justify the score by comparing the evidence (or lack thereof) to the rubric
587 for each criterion.

588 The employee may provide a list of any factors limiting his or her performance which the evaluator will
589 consider prior to assigning the final summative score. Factors may include but are not limited to the
590 following:

- 591 1) Class size, in accordance with this contract
592 2) Sufficient availability of supplies and equipment for the instructional program

- 3) Adequate physical facilities and location to accommodate the learning environment as necessitated by the area of instruction being taught
- 4) Preparation time for employees in accordance with this contract
- 5) Administrative support in dealing with disciplinary problems in accordance with this contract.
- 6) Evaluation for employees in the teaching areas for which they are qualified.

The teacher will sign three (3) copies of the Final Summative Evaluation Report. Distribution of the final evaluation criteria form will be as follows: one (1) to the employee, one (1) to the evaluator, and one (1) to the personnel file. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well, and may seek relief through the grievance procedure.

An employee receiving an “Unsatisfactory” may write a rebuttal which shall be attached to the observation report.

Only the final evaluation form and rebuttal, if any, is placed in the teacher’s personnel file. All other documents remain in the working files at the school.

Focused Evaluation Timeline

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

Teachers complete and submit the final Student Growth Goal form **no later than Oct. 31**.

First formal observation, if appropriate, will be completed **by Dec. 1**. The “observation” may be held during teacher PLC meetings, etc. as appropriate to the criteria.

Pre- and post- conferences are not required for the Focused Evaluation process.

Student growth summary will be **due to the supervisor Apr. 30**.

Final evaluation meetings with individuals or teams **will be held between May 10 and May 25**.

Final evaluation **will be completed by May 25 or prior to May 15** if the employee is to receive a score below “Proficient”.

Support for Basic and Unsatisfactory Employees

The Association will be notified when any teacher with three (3) or more years of experience is judged below “Proficient” on the summative evaluation within ten school days.

When a teacher with three (3) or more years of experience is judged below 3 - “Proficient”, additional support shall be granted to the employee to support their professional development. This may include: PAR assistance, District-provided trainings, coursework, various materials and any assistance as may be provided by the Association.

In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below “Proficient”, the teacher must be formally observed **before Oct. 15** the following year. If the first Formal Observation in that following year results in ongoing and specific performance concerns, one (1) of the following may occur:

- 1) A structured support or improvement plan will be implemented to support teacher within the first 60 days of the school year.
- 2) The teacher may be placed on probation according to the requirements/timelines outlined in the “Probation” section.

Additional Support for Provisional Employees

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

- 1) A completed comprehensive evaluation conducted in accordance with Section IX above;
- 2) A specific and reasonable plan designed to assist the teacher in making satisfactory progress in improving his/her performance, including benchmarks defining desired performance and indicating it has been achieved;
- 3) A description of the assistance and services the District will provide to the teacher to improve his/her performance;
- 4) Periodic reports to the teacher of the evaluator's judgment on the teacher's progress toward remediating deficiencies;
- 5) Written notice to the Association and teacher **prior to Mar. 1, or 30 calendar days after the teacher began work, whichever is later.**

SECTION 6: PROBATIONARY PROCEDURES

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

A 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-year time period shall also be placed on probation.

Teachers may only be placed on probation from the Comprehensive Evaluation system described above.

Teachers on continuing contracts who have been assigned to teach outside of their endorsements areas shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.

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

Step 1

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

Step 2

If an employee is to be placed on probation, the Superintendent will notify the employee **after Oct. 15 but no later than Jan. 26 of the current school year**. The Association President will be given notification at least three (3) days before an employee is to be placed on probation. The notification for probation must be in writing, and a copy of that notification must be sent to the employee. The notification for probation will include the following:

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

Step 3

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.

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.

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 (1) of the following recommendations:

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

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

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.

NON-RENEWAL (DISCHARGE)

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

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

EVALUATION RESULTS

Evaluation results shall be used:

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

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

SECTION 7: GRIEVANCE PROCEDURE

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

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

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

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

Definitions

"Grievant" will mean an employee or group of employees or the Association filing a grievance on behalf of an employee or group of employees. A grievance in which two (2) or more employees have the same

758 complaint will be processed as a single action. The Association will have the right to be present and, if
759 the employee elects, may represent the employee at any point in the procedure.

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

764 "Days" will mean contracted workdays during the school year and weekdays during the summer. Any
765 grievance actions carried over from the school year will be placed on the summer schedule by agreement
766 between the Association and the District.

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

771 Procedures and Steps

772 A grievance must be filed **within 30 days of the occurrence** of the event on which the grievance is
773 based or the date on which such event could reasonably have been known to be an alleged grievable
774 violation, not to exceed 120 days. Grievances arising from application of Article III, Section 9, of this
775 agreement must be filed within 30 days. **The timelines and procedures herein will be strictly**
776 **followed, unless waived in writing by both parties.** Failure of the grievant to follow the timelines will
777 mean the grievance is withdrawn. Conversely, failure by the District to follow the timelines will
778 automatically qualify the grievance for advancement to the next step. Failure of the Board or its
779 representative(s) to meet the specified timelines at the final step preceding arbitration shall result in the
780 requested remedies being granted.

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

783 **Step 1 - Immediate Supervisor**

784 The grievant(s) submit(s) a grievance review request (Form A) to the immediate supervisor. The
785 supervisor will schedule a mutually agreeable meeting date within five (5) days after receiving the
786 request and will render a written decision to the grievant(s) within five (5) days after the formal meeting.
787 A copy of the grievance review request will be sent to the Superintendent and the Association President.
788 A copy of the written decision will be sent to the Superintendent and the Association President.

789 **Step 2 - Appeal to Superintendent**

790 If the grievant(s) is/are not satisfied with the decision of the immediate supervisor at step 1, the grievant
791 may refer the grievance to the Superintendent within ten days after the receipt of the decision prescribed
792 herein, with a copy going to the grievant's immediate supervisor. The Superintendent will meet with the
793 grievant(s) within ten days after the grievance has been referred to him or her. Both the Superintendent
794 and the grievant(s) may have other persons present at the meeting who might contribute to an acceptable
795 adjustment of the grievance.

796 The Superintendent will render a written decision concerning the grievance and any other adjustment
797 within ten days after the grievance has been heard. Copies of the decision by the Superintendent will be
798 sent to the grievant, the grievant's immediate supervisor, and the Association President. The
799 Superintendent's office will retain a copy.

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

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

Step 4 - Binding Arbitration

If the grievance is not resolved at Step 3, the Association, at its sole discretion, may advance any grievance to final and binding arbitration within 30 days of receipt of the Step 3 response. The arbitrator shall be selected from a list provided by the Federal Mediation and Conciliation Service or the American Arbitration Association. The parties shall separately rank and strike the names of the arbitrators on the list and return their list to the appropriate agency for final arbitrator selection. Hearings shall be conducted in accordance with the rules of the agency that was selected.

The arbitrator will make a decision in writing after the close of the hearing.

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

Freedom from Reprisals

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

Powers of Arbitrator

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

Election of Remedy

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

Release Time

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

SECTION 8: LAYOFF AND RECALL

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

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

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

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

Layoff Procedure

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

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

The District will compile and publish a state seniority list **by Mar. 1**. The state seniority list will be posted in each building and five (5) copies will be given to the Association. Challenges to seniority placement will be made in writing to the Human Resources Department **by Mar. 31**. A corrected seniority list will be published and posted in each building; five (5) copies will be given to the Association **by Apr. 15**.

Ties in Seniority

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

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

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

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

Acceptance of contract employment as a certificated employee in any other school District while on layoff status will constitute an automatic termination of the employment relationship, as provided herein, and the employee will notify the District by registered letter or by personally contacting the

884 District Human Resources Department. The District will hire no certificated employee from outside the
885 bargaining unit until all certificated employees on layoff status have been determined to be unqualified
886 for the position.

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

892 Upon the request of an employee, the District will make provision for the continuance of an employee's
893 participation in any District group insurance program. The employee will pay the entire premium to the
894 District Payroll Office on a monthly basis, as required by the Payroll Office.

895 Evaluation Notation

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

900 Recall

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

906 All continuing and "Provisional" employees will be recalled prior to non-continuing and substitute
907 employees.

908 SECTION 9: ASSIGNMENT AND TRANSFER

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

912 Employees new to the District will remain in their original assignment for the first year of employment.
913 A copy of the school's schedule for the following school year will be made available to each employee
914 **by June 1**. It is understood that in creating schedules, minor adjustments to individual assignments may
915 be necessary due to normal fluctuations in student populations and program needs. The parties agree
916 such adjustments will not be considered a reassignment as defined herein. Assignment adjustments will
917 be made in a manner that minimizes changes to employees' current assignments to the greatest extent
918 possible. In the event it becomes necessary to reassign employees following the notification, the
919 immediate supervisor will consult with the affected employee and notify the Association President,
920 citing the reasons the reassignment needs to occur. In the event an employee is unavailable for
921 consultation, the employee will be consulted as soon as possible upon his or her return. Assignment
922 changes **after June 1** will not be the normal practice of the District and will be done only out of
923 necessity.

924 Resignations and retirements **that are received prior to Feb. 28** and are effective at the end of the
925 school year will be posted on the District's website **by Mar. 15**. All other openings will follow regular
926 contract language of being posted within five (5) days of Board approval.

Definitions of Terms

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

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

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

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

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

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

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

Where the District's action would not contradict the intent of this section, the Association recognizes that the District gets to determine the required and preferred qualifications for positions posted under this contract. The District agrees to limit the required qualifications to certifications and endorsements for the majority of these positions. The District and the Association agree there may be cases when requirements for internal candidates beyond certification and endorsement may be desirable and beneficial for special positions. Additional qualifications will be limited to language requirements (bilingual, dual language), specific Special Education training (behavioral, autism), minors in content areas, or majors in content areas. These qualifications will only be used for the essential functions of the job. The Association may review job postings and contact the Human Resources department should they have a concern.

For staff holding a K-8 certification the District will consider them qualified to apply for any middle school position that does not contain classes that are taught for high school credit.

In addition, if a teacher does not have an endorsement in a specific subject area (e.g. math) but does have a K-8 endorsement and has successfully taught a course in that subject area for high school credit in the past 5 years, they will be eligible to transfer into a similar position that includes the same or similar courses for high school credit as agreed upon by the District and the Association.

If more than one (1) employee meets the required qualifications, the most senior employee will get the position.

Ties in Seniority

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

- 1) District seniority: Date and time on the recommendation for hire form filled out by the building administrator. (For pre-1984-85 contracts, the start date of the contract will be used; for 1984-85 to

969 the present, the date on the letter of intent to hire will be used.)
970 2) Drawing lots, which shall be defined as: The employee will place his/her name into a hat/drawing
971 box and a neutral party will draw a name. The date and time of the drawing of lots will be
972 communicated to all affected employees.

973 District Seniority List

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

978 The District will provide requested information to the Association when issues arise from individual
979 employees.

980 Internal Hiring Practices

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

985 In-building/In-District Placement Procedure

986 A principal will notify the Association and all building staff by email of vacant positions within the
987 building as soon as they are available for posting.

988 In-building/In-District staff will have eight (8) school days, or eight (8) working days during the summer
989 to apply for a vacant position through the online application system.

990 The employee may choose but will not be required to meet with the building administrator to understand
991 the building practices, procedures and initiatives specific to the position to which they are applying.

992 After eight (8) days if an in-building employee is qualified for the position, the principal will offer the
993 employee the position. In the case that more than one in-building employee is interested in a position,
994 the position will be offered to the qualified and senior employee.

995 If a position is not filled in-building after the eight (8) day period, the position will be offered to the
996 qualified, most senior in-District applicant, if any.

997 Teachers with a summative evaluation score of 1 or 2 are not eligible to transfer unless agreed upon by
998 the District and Association.

999 Summer Vacation

1000 Prior to summer vacation, **no earlier than May 15** but before the last day of the school year, the Human
1001 Resources Department will email a reminder to all staff reminding them to watch the District website for
1002 all openings in their buildings and around the District. Normal hiring procedures will be followed during
1003 summer vacation.

1004 **After June 20** positions will be open to both internal and external candidates at the same time. The
1005 screening and hiring for positions **open after June 20** will be based on meeting the qualifications of the
1006 job postings as well as reference checking for outside candidates.

1007 Principals will be required to post all open positions within five (5) days of the school Board's approval
1008 of the retirement or resignation.

1009 The employee may choose but will not be required to meet with the building administrator to understand
1010 the building practices, procedures and initiatives specific to the position to which they are applying.

1011 Procedures for Opening a New School

1012 When a new school is opened, the following procedures will be followed in transferring unit members to
1013 that school:

- 1014 1) The proposed organizational plan of the school will be placed on file and sent to the Association
1015 prior to positions being posted in the Human Resources Department as per the Assistant
1016 Superintendent of Human Resources.
- 1017 2) The organizational plan shall set forth the number of positions at the new site together with
1018 required qualifications for each position.
- 1019 3) A “Core Team” will be developed by the new building Principal, the Assistant Superintendent of
1020 Human Resources, and the Association.
- 1021 4) The “Core Team” members will be mutually agreed upon by representatives of the District and
1022 Association and will be appropriate to the level and size of the school being opened.
- 1023 5) A written application will be developed by the principal, Assistant Superintendent of Human
1024 Resources or designee, the Association President and designee, thus allowing four (4) total.
- 1025 6) Employees will be ranked and selected in order of qualifications, seniority and interest by a
1026 committee consisting of the principal, administrative representative and two (2) Association
1027 representatives to be appointed by the Association President.
- 1028 7) The “Core Team” will receive per-diem rate of pay for any meetings scheduled by the principal
1029 outside of the work day
- 1030 8) The remainder of the positions for the new school will be posted by a mutually agreed upon date
1031 and filled in accordance with provisions of this agreement used for all vacancies.
- 1032 9) A set daily schedule, in compliance with the contract, that includes, but not limited to, a prep
1033 rotation schedule, recess schedule, and lunch schedule will be provided to the teachers a minimum
1034 of seven (7) days prior to the first day of school.
- 1035 10) Members of the new building will receive three (3) additional paid days for planning,
1036 preparations, and collaboration.

1037 Vacancies for the Subsequent School Year

1038 A principal will notify the Association and all building staff by email of vacant positions for the
1039 subsequent school year within the building as soon as they are available for posting.

1040 In-building/In-District staff will have eight (8) school days, or eight (8) working days during the summer
1041 to apply for a vacant position through the online application system.

1042 The employee may choose but will not be required to meet with the building administrator to understand
1043 the building practices, procedures and initiatives specific to the position to which they are applying.

1044 After eight (8) days if an in-building employee is qualified for the position, the principal will offer the
1045 employee the position. In the case that more than one (1) in-building employee is interested in a
1046 position, the position will be offered to the qualified and senior employee.

1047 If a position is not filled in-building after the eight-day period, the position will be offered to the
1048 qualified, most senior in-District applicant, if any.

1049 Teachers with a summative evaluation score of 1 or 2 are not eligible to transfer unless agreed upon by
1050 the District and Association.

Vacancies During the School Year

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

Vacancies will be filled at the beginning of the following year with internal candidates before any outside candidates as long as qualifications are met under the definition of qualifications outlined in this section. Vacancies will be filled in-building first, followed by in-District candidates.

The employee may choose but will not be required to meet with the building administrator to understand the building practices, procedures and initiatives specific to the position to which they are applying.

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

The District will post vacancies occurring during the school year as soon as such vacancies are known.

If a District employee is selected for a vacancy during the school year, he or she will be transferred/reassigned at the beginning of the next school year. The District may fill the vacancy with a non-continuing leave replacement contract employee (RCW 28A.405.900) provided there will be no more employees on a non-continuing contract than on leave.

A vacancy no in-District employee applies for or is qualified for will be filled with a regular, contracted employee. Vacancies will be posted for at least five (5) days prior to filling the position. A copy will be sent to the Association and posted by email in each building.

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

Employees applying for transfer/reassignment to a vacancy will be considered on the basis of qualifications and seniority.

When a position has been filled, the Human Resources Office will notify, in writing, each employee whose request for transfer/reassignment was not granted within five (5) days of the closing date.

Employees have the right to request the specific reason they were not selected for a position.

Administrative Transfers/Reassignments

Notice of an administrative transfer/reassignment will be given to the affected employee as soon as the decision to transfer is determined. If no employee is affected due to lack of qualifications, the least senior employee will be selected as long as academic program requirements can be met.

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

An employee selected for an administrative transfer/reassignment during the school year will be released from teaching for up to three (3) days or an employee may choose to be provided the greater of three (3) days of per-diem or curriculum pay, at the employee's option, to prepare for the new assignment. The preparation time must be scheduled within one (1) week of the transfer date. An employee who is transferred during the school year will be provided the assistance of the Maintenance and Operations Department as needed to help move instructional materials.

When an employee is involuntarily transferred/reassigned outside of the school year, he or she will be reimbursed for the move according to the following: ten hours at the greater of curriculum or per-diem

rate for out-of-building transfers and 7.5 hours at the greater of curriculum or per-diem rate for in-building reassignment. For staff members who have large amounts of curriculum materials and supplies to move—such as librarians and P.E. teachers—additional time will be granted.

When a school moves out of its existing building or back into their remodeled building, employees will be paid 15 hours at the greater of curriculum or per-diem rate for packing and moving preparations of their personal items only. Employees will not be required to pack District items and materials. Those staff members who have large amounts of District curriculum materials and supplies to move—such as librarians and P.E. teachers—will be granted additional time at the District’s discretion.

When opening a new school creates a loss of positions at other buildings, the Superintendent/designee will place on file in the Human Resources Department the proposed staffing plan of the school, as soon as the plan is available. An organizational plan will be developed to determine the estimated positions at the new school, along with the qualifications of each position. The District and the Association will meet to determine appropriate procedures for identification of employees to be considered for transfer should any deviation from the procedures specified above be deemed necessary by the parties.

SECTION 10: STAFF PROTECTION

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

Threats to an Employee

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

Building administration will take immediate steps, with the cooperation of the employee, to provide for the employee's safety. Building administration will report precautionary measures for the employee's safety to the assistant Superintendent of secondary or elementary education, and/or Superintendent at the earliest possible time.

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

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

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

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

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

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

Any incident involving harassment of an employee will be promptly investigated by the District.

In the event that a student makes a threat to the life of another student, building administrators will notify the staff of the threat and intervention steps taken.

To the extent allowed by the law and when records are available, building administration will inform employees when students with records of weapons, assaults, threats, bullying, or perpetrating violence are enrolled in their class prior to the student's first day in the employee's class. Building administrators will provide employees with a copy of the student's behavior intervention plan and any other documents and information needed to ensure safety.

To the extent allowed by law and when records are available, employees who receive transferred students with records of weapons, assaults, threats, bullying, or perpetrating violence shall be notified prior to that student's first school day or immediately upon the District's receipt of those records.

When students with records of weapons, assaults, threats, bullying, or perpetrating violence transfer to another building within the District, building administrators from the transferring school will ensure that accurate and complete discipline records are provided to the receiving school before the student transfers.

To the extent allowed by law and when records are available, a student's prior criminal history will be provided to any employee who has regular contact with that student prior to their enrollment in the school.

The District will take appropriate action against perpetrators and report findings and actions to the impacted employee and the Association.

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

Property Damage

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

1178 Personal property used as classroom instructional aids will be registered with the building principal on a
1179 form available in the main office of each school building. Registration of personal property will be
1180 required when it is brought into the building, and notification will be given to the main office when the
1181 employee removes the personal property from the employee's workstation.

1182 The District will reimburse up to \$100 per incident toward the employee's insurance deductible for
1183 damage caused by verified vandalism to the employee's vehicle or other personal property while he or
1184 she is performing contractual duties. Payment will be made after the employee has provided
1185 documentation of his or her expenditure.

1186 **Personal Injury**

1187 Whenever an employee sustains a disabling injury in the course of employment, the District will grant
1188 the injured employee a leave with contract pay for a period not to exceed one (1) year, or to the limit of
1189 the accumulated sick leave provided for in this contract. During this period of disability, an employee
1190 may use his or her sick leave to compensate for the difference in the amount of state industrial
1191 insurance, employee retirement disability, and his or her regular salary, to the limits of his or her accrued
1192 sick leave. The sick leave will be reduced in the same ratio as the payout bears to this total salary. The
1193 District will maintain all benefits - for example, retirement, social security, sick leave, and salary
1194 placement.

1195 Matters relating to unsafe health or safety conditions will be reported to the building principal. The
1196 parties will abide by the applicable safety standards set forth in the Washington Industrial Safety and
1197 Health Act.

1198 **Hepatitis B Inoculations**

1199 The District agrees to pay up to \$6,000 annually for all employees who are not listed on the District
1200 exposure control plan who wish to receive Hepatitis B inoculations. Employees who are not included in
1201 the District exposure control plan will be expected to use their insurance to pay for their inoculations
1202 and be reimbursed by the District for what was not paid for by insurance. Employees will be expected to
1203 provide proper documentation prior to reimbursement.

1204 **Safety Issues**

1205 The District will ensure there are effective safety committees at each building. Building safety
1206 committees will be funded.

1207 The District will ensure that confidential student files about students who have been suspended or
1208 expelled are kept at each building. Each building's staff will be made aware of the availability of these
1209 files.

1210 The District will provide walkie-talkies or other devices for staff who need to contact administration in
1211 an emergency.

1212 At the teacher's request, the District will provide CPI training.

1213 **Copyrights and Patents**

1214 Ownership of any materials, processes, or inventions developed solely by an employee's effort on his or
1215 her own time by individual effort, research, and expense will vest in the employee and be copyrighted or
1216 patented, if at all, in his or her name. When there is use of District time and resources, ownership will be
1217 set at a ratio of each party's participation.

1218 **SECTION 11: CONTRACTS, WORKDAY, AND PAYMENT**

1219 The District will provide a contract for each employee in conformity with Washington State law, state
1220 board of education regulations, and this agreement.

1221 The Association acknowledges the right of management to create new programs and new schools. The
1222 Association will have input in the creation of new programs and new schools. Wages, terms, and
1223 conditions of employment for employees associated with new programs and new schools will be
1224 negotiated on an ongoing basis by the District and Association.

1225 Employee contracts are defined below.

1226 **Continuing Contracts**

1227 A continuing contract is a full-time assignment or a portion of a full-time assignment. A full-time
1228 employee will receive full rights and benefits under this agreement. An employee working a portion of a
1229 full-time assignment will receive prorated benefits and full rights under this agreement.

1230 **Non-continuing Contracts**

1231 Non-continuing contracts are offered when employees with continuing contracts are on leave. A non-
1232 continuing contract is a full-time assignment or a portion of a full-time assignment. An employee on a
1233 full-time, non-continuing contract will receive full rights and benefits under this agreement. An
1234 employee working a portion of a full-time assignment will receive prorated benefits and full rights under
1235 this agreement.

1236 **Retire-Rehire**

1237 An employee who retires and is separated from service may be rehired in accordance with current
1238 District policy and applicable RCW guidelines.

1239 **Teachers on Special Assignment (TOSAs)**

1240 Teachers on Special Assignment (TOSAs) provide specialized expertise and resources and may be
1241 utilized in many non-evaluative capacities. All TOSAs retain their contractual rights as defined in this
1242 contract.

1243 CPEs in the PAR Program are TOSAs as defined in Article IV, Section II of this contract. CPEs are not
1244 subject to the provisions in this section.

1245 Any TOSA hired **before Sept. 1, 2008**, will be grandfathered in his or her position unless he or she is
1246 not renewed by the District or opts out of the TOSA position. A leave may be requested by a TOSA
1247 from part or all of that TOSA's teaching assignment so an in-building or in-District assignment is held
1248 in the meantime.

1249 Any TOSA position that becomes available **after Sept. 1, 2008**, will be posted as a continuing position
1250 with no leave attached.

1251 Any TOSA positions that might be created in conjunction with other school Districts will continue for
1252 the duration of the agreement with those entities.

1253 A TOSA may not participate in or contribute to the evaluation of any employee.

1254 TOSAs will be evaluated using the TOSA evaluation form in the appendix.

Substitute Employees

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

Sporadic Days

Employees with less than 30 sporadic days are not considered members of the bargaining unit.

Employees with 31 or more sporadic days are considered members of the bargaining unit and will be paid at a rate mutually agreed upon by the Association and District.

1-20 consecutive days in the same assignment

Employees receive substitute pay.

21-90 days in the same assignment

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

Days 91-Beyond

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

630 Hours worked and beyond

Employees also begin to receive health insurance benefits in accordance with SEBB as well as prorated sick leave.

Substitute employees have no other coverage under this contract.

Job Sharing

Two District employees may share a 1.0 FTE contract.

Copies of Contract

An employee may retain one (1) copy of his or her individual contract. All other copies will be returned to the District for processing.

Payment

In accordance with state law, all employees will be paid in 12 monthly installments. Each check will contain one-twelfth of the contracted salary. Stipends or supplemental contracts that cover the entire school year will be paid in 12 monthly installments or over the number of remaining months in the contract year when the stipend or supplemental contract is issued.

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

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

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

Length of Contract

The length of the regular employee contract will be consistent with the number of days funded by the state legislature. For example, for 2010-11 it will be 180 days. Each year the amount is subject to change

1294 per determination by the state. Any extension of contracted days by the District will be computed on the
1295 employee's contracted rate of pay. For example in 2010-11 it will be 1/180.

1296 Length of Workday

1297 The certificated workday is 7½ hours, including a 30-minute, duty-free lunch during the regular lunch
1298 period. Individual building schedules will be established by the building principal, in consultation with
1299 the building staff. When sites elect to modify the student day to provide planning/teaming time for
1300 employees at the site, required teaming time will not exceed the number of minutes accumulated by the
1301 modified student schedule.

1302 Non-Instructional Supervisory Duties

1303 Certificated staff will not be required to do bus duty and/or any other before or after school supervision
1304 duties for more than five (5) days in a six (6) week period. Staff who are required to attend meetings
1305 during their assigned duty time will be excused from bus duty without having to find their own
1306 coverage.

1307 Prior to any school building beginning food service programs where food is brought into the classroom,
1308 the District will hold a meeting at the impacted building(s) to allow staff to ask questions and express
1309 concerns. Concerns will be addressed and further meetings held if any subsequent problems arise. Steps
1310 will be taken to alleviate those problems to minimize the impact on instruction.

1311 In the event double-shifting of the school day becomes necessary due to increased enrollment and lack
1312 of facilities, the following provisions will be made:

- 1313 1) Split shifts will not occur.
- 1314 2) The employee's workday will be as written above, unless the need for building facilities warrants
1315 his or her preparation time be spent outside the school building, at which time other arrangements
1316 can be made, at the principal's discretion.
- 1317 3) Librarians, counselors, elementary music employees, and elementary P.E. employees will work a
1318 regular school day, with the beginning time determined by the building principal.

1319 The minimum scheduled teaching time (exclusive of relief time, inclusive of break time) will be five (5)
1320 hours daily. Adjustment of the school day for primary students may be made during the school year to
1321 accommodate student needs, when mutually arranged by staff and administration.

1322 Employees may supervise more than one (1) class during an afternoon break, with mutual agreement of
1323 those concerned.

1324 Reasonable time shall be allowed during the work day for employees to attend to personal needs:

- 1325 1) When continuous blocks of student contact time are 2.5 hours or longer and not separated by a
1326 five-minute passing time without student supervision, recess or other breaks in the daily schedule,
1327 employees will receive regularly scheduled coverage.
- 1328 2) Employees will receive regularly scheduled coverage when their classrooms are in portables
1329 without bathroom facilities, or when bathroom facilities are not within a short walking distance.

1330 All employees will be provided preparation time in accordance with the following:

- 1331 1) All elementary staff will have planning time equal to a total of 275 minutes per week in a
1332 regularly scheduled five-day week, in increments of no less than 30 minutes, except for a 15-
1333 minute block of time attached to lunch during the student day for preparation time. The parties
1334 agree that individual buildings not already in compliance will form democratically-elected
1335 committees of teachers and principals to create a schedule that provides recess, separate from the

lunch recess, as outlined below. New schedules must be in place no later than the first day of second trimester of the 2019-20 school year.

- 2) For teachers who have a morning prep, time will be provided for a minimum 15-minute afternoon recess.
- 3) For teachers who have an afternoon prep, time will be provided for a minimum 15-minute morning recess.
- 4) On the day the students receive no instruction from a specialist they will be able to attend both recesses (morning and afternoon).
- 5) Elementary schools will provide alternative schedules for two-hour delays to ensure teachers receive their proportional prep time.
- 6) An employee teaching at the secondary level will be provided at least one (1) instructional period a day during the regular student day. Any change in the current length of preparation time will be addressed through Labor Management meetings.
- 7) Preparation/conference time will not be assigned or contracted to other duties, unless mutually agreed to by the employee and the employer.

Preparation time is intended to provide time for teachers in order for them to plan lessons, assess student work and prepare instructional materials. As well, the Association recognizes the rights and needs of administration to occasionally meet with employees during this time, and doing so, does not constitute a violation of the CBA. Therefore, employees will not be required to meet with their administrator(s) or others on a regular, ongoing basis during the preparation or conference time as defined in numbers 1 and 2 above.

Elementary and Middle School Early Release

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

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

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

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

High School Early Release

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

Meetings (Other than Special Services required meetings)

Staff meetings or other mandatory building meetings shall be limited to no more than two (2) per month. These meetings do not include any meetings in which staff are already receiving additional compensation. Any committee, including but not limited to Site Council, Discipline Committee, ATP Committees will be compensated at the curriculum rate for time spent outside the contract day at the

1379 meeting and for additional work resulting from the meetings. This does not include PLC meetings,
1380 provided that the PLCs are teacher-directed and take place during contract hours. Adding committees
1381 and choosing members of committees must be voted on and approved by the majority of the entire staff.
1382 This does not preclude the principal from calling an all staff meeting to deal with an emergency
1383 situation.

1384 In-building Substitute Coverage

1385 Every attempt will be made by the building principal to provide substitute employees for absent
1386 employees.

1387 At the secondary level, all employees asked to cover classes during their preparation periods will receive
1388 pay at their per-diem rate or the curriculum rate, whichever is higher.

1389 At the elementary level, in the event a substitute is not available, building principals will make
1390 arrangements to provide substitute relief including, but not limited to, coverage of the class by an
1391 employee who is not assigned to a classroom. Requests to employees to cover classes will be made on a
1392 rotating and equitable basis, to the extent possible.

1393 At the elementary level, an employee who covers a classroom will receive an additional one-half hour of
1394 per-diem pay for each half day he or she covers a class.

1395 In the event of double shifting, preparation time may be outside the student day.

1396 Release from Contract

1397 An employee under contract will be released from the obligations of the contract upon request, under the
1398 following conditions:

- 1399 1) A letter of resignation must be submitted to the Superintendent's office.
- 1400 2) A release from contract, **prior to July 1**, will be granted, provided a letter of resignation is
1401 submitted prior to that date.
- 1402 3) A release from contract will be granted **after July 1**, provided a satisfactory replacement can be
1403 obtained.
- 1404 4) A release from contract will be granted in case of illness or other personal matters that make it
1405 impossible for the employee to continue in the District.

1406 SECTION 12: SALARIES

1407 All employees will be placed on the Kennewick School District Salary Schedule.

1408 Under the rules of OSPI, employees will be allowed full credit for previous experience. Likewise, all
1409 employees will be given full credit for all academic and in-service credits recognized by OSPI for salary
1410 placement. Years of experience will be calculated to the nearest 10th for persons who have been
1411 employed for less than 180 days in any 12-month period.

1412 Military service that interrupts an employee's teaching will be considered the same as teaching
1413 experience, to the maximum allowed under OSPI rules.

1414 Official transcripts must be turned in to the Human Resources Department **by Sept. 15 or within 45**
1415 **calendar days of hire**, whichever is later, in order to be counted for salary schedule advancement for
1416 the school year. The only exception will be for classes taken the previous summer. If official transcripts
1417 are not available, grade slips or written verification from the educational institution may be substituted.
1418 Official transcripts must be filed by the first working day following winter break. Failure to provide the
1419 transcript as required may result in pay being withheld until the transcript(s) is/are filed with the Human

Resources Department. If official transcripts are unavailable for any reason, the employee will contact the university registrar or previous employer for written verification of the problem. That verification can be put in the employee's file in place of the documentation until the documentation arrives, with no delay in compensation to the employee. Salary adjustments due to additional credits will be made **on the October payroll**.

Credits earned after the baccalaureate degree will be counted toward salary schedule advancement, as per rules and regulations of OSPI.

Days worked beyond the 180 contracted workdays will be paid by supplemental contract, at the individual employee's daily rate of pay.

State-approved in-service credits (clock hours) will be counted as college credit for salary schedule purposes at the rate of 10 clock hours for each credit.

ESA employees will be allowed full service credit for previous non-school experience, as long as the previous experience is directly related to their current assignment and the previous experience required the same degree and/or certification levels as their current assignment. The calculation for years of experience for occupational therapists, speech-language pathologists, audiologists, nurses, social workers, counselors and psychologists shall be; one (1) year of non-school service will count as one (1) year of experience for purposes of salary advancement.

Career and Technical Education Employee Salary

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

Inflationary Salary Increases

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

Time, Responsibility, and Incentive (TRI)

Extra Time

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

- 1) 3.75 hours the last weekday before school starts for District activities and 3.75 hours the last weekday before school starts for individual employee preparation for the opening of school.
- 2) 7.5 hours for the Focus on Instruction Day, as agreed upon by the District and the Association, commensurate with goals of the District's strategic plan.
- 3) 18.75 hours for building professional development activities. These activities must be related to each building's school improvement plan or be a condition of employment. During years when/if it is mutually agreed upon by the District and the Association, these activities may be used in no less than 3.75 hour increments, as determined by each building's principal in consultation with the building's staff or site council
- 4) 3.75 consecutive hours for employees to work individually in their buildings preparing their classrooms for the school year.

- 1463 5) 7.5 hours for District professional development activities.
 1464 6) 3.75 hours for attendance at one (1) Open House session.
 1465 7) 3.75 hours for employees to independently complete Safe Schools modules.

1466 Employees who encounter conflicts, such as a funeral for or a wedding of a family member on these
 1467 days may arrange alternate activities with their immediate supervisor after providing written evidence of
 1468 such event.

1469 ***Payment***

1470 All salary, with the exception of optional time days, will be paid in equal installments over 12 months.

1471 ***Additional Per Diem Hours for Special Services Teachers***

1472 An additional 45 hours will be provided to a Special Services classroom teacher for the purpose of
 1473 planning, preparing for, and conducting IEP meetings. This will be issued in the form of a stipend at the
 1474 beginning of each school year and will be paid over 12 months.

1475 In order to maintain a balanced caseload, Special Services teachers will not exceed 30 IEPs on a
 1476 caseload. The District will make every effort to keep caseload sizes down. However, additional IEP
 1477 hours will be provided to Special Services teachers annually for purposes of IEP writing and
 1478 preparation, testing, Special Services-related meetings and other duties as required by the Special
 1479 Education program when 30 IEPs is exceeded. IEP hours may be submitted for payment at the per-diem
 1480 rate, according to the following schedules:

1481	<u># of Assigned IEPs</u>	<u># of Hours</u>
1482	31-35	48.75
1483	36-40	52.5
1484	41-45	56.25
1485	46-50	60
1486	51-55	63.75
1487	56+	67.5

1488 ***IEP Transition Meetings***

1489 IEP Transition meetings will be held during the school day and have substitutes to cover teachers'
 1490 classes. In the event the meetings are outside of contract time the teachers involved will be paid at per-
 1491 diem rate.

1492 ***Psychologists***

1493 Days beyond 180 will be paid at an employee's per-diem rate. Psychologists will receive 10 extra days.
 1494 This time may consist of preparing before the school year and finishing after the end of the school year.

1495 The District will provide to school psychologists a maximum of 60 hours for work that cannot be
 1496 completed during the normal contracted workday. This time will be logged and submitted to the
 1497 administrator of Special Services for authorization. Payment will be prorated based on the employee's
 1498 per-diem rate.

1499 ***Speech and Language Pathologists***

1500 A total of 45 per-diem hours will be provided for speech and language pathologists to use for work that
 1501 cannot be completed during the normal contracted workday, i.e. MDT's, IEPs, ITPs, parent conferences,
 1502 home visits, building meetings, and District Special Services meetings, consultations and time to write
 1503 reports. This time may consist of preparing before the school year and finishing after the end of the
 1504 school year. This time will be logged and submitted to the administrator of Special Services for
 1505 authorization.

1506 ***Occupational Therapists/Physical Therapists***

1507 A total of 45 per-diem hours will be provided for occupational therapists/physical therapists to use for
1508 work that cannot be done during the normal contracted workday, i.e. MDTs, IEPs, ITPs, parent
1509 conferences, home visits, building meetings, and District Special Services meetings, consultations with
1510 medical personnel, time to procure equipment, and time to write reports. This time may consist of
1511 preparing before the school year and finishing after the end of the school year. This time will be logged
1512 and submitted to the administrator of Special Services for authorization.

1513 ***Vision and Bilingual Education Assessment Specialists***

1514 Employees in these categories may request from the Special Services Director additional paid time at
1515 their per-diem rate in the event of exceptional circumstances that warrant such additional time.

1516 ***Special Education Itinerants***

1517 Staff will be released from attendance at Building/District Professional Development days not directly
1518 related to their job functions, except days, or portions of days used for building business, and will
1519 instead have individual or collaborative time to review student files/IEPs, plan appropriate
1520 programs/placements, or to perform other related duties.

1521 ***Librarians, and Career and Technical Education Employees***

1522 Days beyond 180 will be paid at an employee's per-diem rate. Librarians will receive five (5) days.
1523 Career and technical education personnel will receive supplemental contracts from supervisors.

1524 ***Secondary Counselors***

1525 Days beyond 180 will be paid at an employee's per-diem rate. Secondary counselors will receive 10
1526 days. To access five (5) of these days, secondary counselors need to obtain prior approval from an
1527 immediate supervisor.

1528 ***Elementary Counselors***

1529 Days beyond 180 will be paid at the employee's per-diem rate. Elementary counselors will receive five
1530 (5) days. To access these days, elementary counselors need to obtain prior approval from an immediate
1531 supervisor.

1532 All counselors may access an additional 7.5 hours of per-diem pay to work on 504 plans associated with
1533 Individual Health Plans. Counselors need to obtain prior approval from their immediate supervisor to
1534 access these hours. Additionally, counselors may also request to be released from one (1) professional
1535 development day prior to the start of school for the purpose of completing 504 plans associated with
1536 Individual Health Plans.

1537 Counselors may request to be released from their daily duties if they need additional time to complete
1538 504 plans associated with Individual Health Plans.

1539 ***Bilingual Teachers***

1540 Bilingual teachers who develop and/or translate curriculum in a language other than English will be
1541 compensated for their additional time at their per-diem rate. This work must be pre-approved by the
1542 principal and/or the Bilingual Program Coordinator.

1543 **SECTION 13: ADDITIONAL RESPONSIBILITIES**

1544 **Division Chairperson Stipends**

1545 Division Chairperson Positions will be established at Kamiakin High School, Kennewick High School,
1546 and Southridge High School. The following is an example of how they can be established:

1547 Art

1548 Career and Technical Education – three (3) representatives

1549	Counseling
1550	Health & Fitness
1551	Language Arts
1552	Library
1553	Mathematics
1554	Music/Performing Arts
1555	Science
1556	Social Studies
1557	Special Services
1558	World Languages
1559	One Position (to be determined by each building)

1560 Phoenix High School and Legacy High School will have a team leader position at a ratio of one (1) team
1561 leader for every five (5) certificated employees. No building will have less than one (1) team leader
1562 position. For purposes of this section, Legacy High School includes Legacy High, Legacy Online,
1563 Juvenile Justice Center, CATS, Day Reporting, Reach, and any other programs that are administered by
1564 Legacy High School leadership.

1565 A Division Chairperson will receive a stipend of 3% of his or her employee's salary.

1566 Site councils at the high schools will determine the configuration of the 15 Division Chairperson
1567 positions, with the concurrence of the principal. Site councils must have a working charter and be
1568 approved by the District Site Council Committee. A building without a site council may not determine
1569 the configuration of the 15 Division Chairperson positions. Those buildings will use the configuration
1570 noted above.

1571 Each middle school will be configured in a similar manner and will have 10 team leaders.

1572 Each elementary school will receive five (5) stipends of 2% of the employee base, consisting of one (1)
1573 for primary, one (1) for intermediate, and one (1) for specialists to be voted on by their group. A job
1574 description will be agreed upon by the Association and the District for these three (3) positions before
1575 implementation. The other two (2) positions and their duties will be determined by members of the Site
1576 Council.

1577 Curriculum Rate

1578 The District's hourly curriculum rate is .001 of the base salary on the Kennewick School District Salary
1579 Schedule.

1580 Additional Responsibility Schedule

1581 Salaries will be given only for assigned positions. Salary recognition will be given for substitute
1582 activities when approved by the building administrator and the school District, provided the number of
1583 positions at each school remains substantially equal, as described in the Certificated Co-curricular Salary
1584 Schedule, as they pertain to this contract. The schedule will not require the school or the District to fill
1585 positions where participation, ASB financing, or qualified personnel are lacking.

1586 Teacher in Charge

1587 A Teacher in Charge is a designated, certificated employee at secondary schools that have one (1) or no
1588 administrator, who acts as the principal in the principal's absence. A teacher in charge will be paid a
1589 stipend at a rate of .075 x the base salary on the Kennewick School District Salary Schedule.

1590 For purposes of this section, the Teacher in Charge at Legacy High School will also oversee Legacy
1591 Online, Juvenile Justice Center, CATS, Day Reporting, Reach, and any other programs that are
1592 administered by Legacy High School leadership.

1593 High School Advisory

1594 A certificated high school employee assigned to manage an advisory will be paid up to 1.2 hours at the
1595 curriculum rate for work performed outside the contracted workday during each of the advisory weeks.
1596 (12 weeks maximum.) To access these funds, employees will complete a District form twice each school
1597 year and submit those forms to their building administrators **on or before the payroll cutoff date in**
1598 **January and on or before the payroll cutoff date in June.** Payment for advisory will be made **on the**
1599 **January and June payrolls.**

1600 Advisory will not be subject to observations or evaluations.

1601 Middle School Advisory

1602 A certificated middle school employee assigned to an advisory will be paid 30 minutes of curriculum
1603 rate pay per advisory session for work performed outside the contracted workday.

1604 It will be up to each individual school's site council to determine the schedule and structure of advisory.
1605 However, advisory will not exceed one (1) session of 30 minutes per week. A middle school wanting to
1606 participate in advisory will hold a building vote. The staff will be provided with all of the information
1607 about the schedule, duties, and responsibilities involved prior to the vote being taken. The voted on
1608 parameters will not be changed during the course of the school year. The vote will be conducted by an
1609 Association representative by secret ballot with 80% or higher staff vote in favor of implementing
1610 advisory. This vote will happen annually each spring. The District may also choose to discontinue
1611 advisory at their discretion.

1612 There will be a certificated advisory leader at each grade level who will develop curriculum, supply
1613 lesson plans, and distribute necessary materials for each advisory class. Each advisory grade leader will
1614 be paid an additional stipend of \$350 per school year. Employees will receive a contract for the
1615 additional stipend in the fall. Payment will be paid twice a year at the end of each semester.

1616 Summer School and Tri-Tech Summer School

1617 Employees who teach in the basic education summer school program will be paid at the curriculum
1618 hourly rate.

1619 All employees who teach in the Tri-Tech Skills Center summer school program will be paid at the
1620 curriculum hourly rate.

1621 Employees who teach summer school will be provided paid preparation time of a minimum of 20
1622 minutes per instructional hour taught.

1623 Employees teaching summer school may use accumulated sick leave during their summer school
1624 employment. The number of hours used will correspond to the number of hours taught.

1625 Academic Excellence

1626 The District agrees to provide each high school with \$5,000 in supplemental contracts, minus benefits,
1627 to promote academic excellence. These funds can only be used for classes, programs, or activities where
1628 there is direct instruction.

1629 The District agrees to provide each middle school with \$2,000 in supplemental contracts, plus benefits,
1630 to promote academic excellence. These funds can only be used for classes, programs, or activities where
1631 there is direct instruction.

1632 Only employees can receive academic excellence contracts.

1633 Any funds remaining in this budget at the end of the fiscal year will be rolled into the health care pool
1634 on an annual basis.

1635 Supplemental Contracts

1636 ***Co-curricular Activities***

1637 Employees who instruct high school classes tied to high school academic credit who are compensated
1638 for instruction time outside the contracted school day will be paid with supplemental contracts based on
1639 the Certificated Co-curricular Salary Schedule. These classes are instrumental music (Group 2), vocal
1640 music (Group 4), leadership (group 5), journalism (Group 7), and yearbook (Group 7).

1641 Payment for supplemental contracts will be made monthly during the activity.

1642 **SECTION 14: INSURANCE BENEFITS**

1643 See MOU.

1644 **SECTION 15: LEAVES**

1645 Leave Request Process

1646 All Leaves of Absence, Extended Medical Leaves, Parental, Adoption and Maternity Leave requests
1647 should be submitted via the appropriate form/format at least 30 days prior to the anticipated start date
1648 unless the leave is emergent in nature. The District may require documentation supporting the need for a
1649 leave that starts or stops without the 30 days' notice.

1650 Sick Leave

1651 As used in this section, employee's "relative" means the employee's spouse, domestic partner, child,
1652 stepchild, grandchild, grandparent, parent, sibling, or other close relative by blood or marriage.
1653 "Household members" means those people who reside in the same house as a family unit. This term
1654 includes foster children and legal wards, even if they do not live in the same household.

1655 Twelve days of leave per year will be credited **on the September payroll** to employees and will
1656 accumulate to a maximum of 180 days, without deduction of salary for illness (mental and/or physical),
1657 injury, or emergencies. Employees from within the state will be granted leave credit according to state
1658 laws that provide for transfer of accumulated leave from the previous District. The Human Resources
1659 Department may require a physician's statement of illness when an employee misses five (5) or more
1660 consecutive days of work or five (5) days of work within a 30-day work period.

1661 An employee who has exhausted sick leave as a result of a major extended illness that could result in
1662 temporary or permanent disability will be granted leave with only the amount of the substitute's pay
1663 deducted from the employee's salary for a period of no more than 60 contract days. This provision is
1664 available for application by any individual employee every three (3) years. Even if the substitute's pay
1665 exceeds the employee's salary, the District will still continue to pay the employee's benefits for the
1666 remainder of the 60 days.

1667 Sick leave will be granted to employees, as needed, for unexpected emergencies that require immediate
1668 action. Emergencies could include the need to handle business that arises as a result of the death of a

relative or household member, as defined in this section. Employees may be required to provide proof of death.

Federal and State Leave Laws

The District will comply with all provisions of the Washington Paid Family and Medical Leave Law (PFML), Washington Pregnancy Disability Leave, the Federal Family Medical Leave Act and other applicable laws.

The weeks/days of the benefit periods for state and federal leaves shall be counted only for workdays exclusive of weekends, holidays and school breaks.

Leave periods under the various state and federal laws will run consecutively with contractual, federal or state leaves at the employee's election.

An employee may choose, but not be required, to exhaust all or part of their contractual paid leave benefits before using leaves provided by state or federal family leave laws.

The employee may choose to run sick leave benefits consecutive to state and federal leave laws.

When accessing PFML, an employee may use accumulated sick leave to make up the difference between the PFML benefit and the employee's regular compensation.

The employee shall be returned to the same or similar certificated position upon return to work.

Sick Leave Cashout

Employees may cash in unused sick leave above an accumulation of 60 days from the previous years' accumulation at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, he or she can cash out his or her unused sick leave days **in January** of the school year following any year in which a minimum of 60 days of sick leave is accrued, and **each January thereafter** at the rate of one (1) day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation will be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one (1) day per month.

At the time of separation from school District employment due to retirement or death, an eligible employee or the employee's estate will receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) days of accrued sick leave for illness or injury. For the purpose of this provision, retirement is defined as when an employee is eligible to receive benefits under Washington State Employees Retirement System.

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

Sick Leave Sharing

The following definition will be used to implement sick leave sharing, in accordance with WAC 392-126-006: Sick leave sharing will be made available to an employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which prevents the individual from working and causes economic or emotional distress to the employee and his or her family; is a victim of domestic violence, sexual assault or stalking; is sick or temporarily disabled because of pregnancy disability; or for the purpose of parental leave to bond with a newborn, adopted, or foster child; which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. The District will provide a form

1709 for qualified employees to make written application for donated leave and a form for qualified
1710 employees to donate sick leave.

1711 To be eligible for donated sick leave, the following provisions must be met:

- 1712 1) The employee's job is one in which annual and/or sick leave can be accrued and used.
- 1713 2) The employee is not eligible for time loss compensation under Chapter 51.32 RCW.
- 1714 3) The employee has abided by District policies in his or her use of sick leave.
- 1715 4) The employee has exhausted, or will exhaust, his or her personal leave and sick leave.

1716 The following procedures will be used to implement sick leave sharing:

- 1717 1) In any 12-month period, employees who have accumulated more than 176 hours of sick leave
1718 may donate up to six (6) accumulated sick leave days to other employees. The employee donating
1719 the days will specify the number of days to be donated. The District and Association will develop
1720 procedures necessary to implement this. No transfer of sick leave will cause the affected
1721 employees' sick leave accumulation to fall below 176 hours.
- 1722 2) No employee will receive more than 180 days of donated leave per contract year.
- 1723 3) In the event the employee does not use all the donated leave, the unused donated leave will be
1724 returned to the donors within 30 days after the use of the donated leave ceases, using a first in/first
1725 used procedure. For this purpose, donated leave will be dated when received, and used as
1726 received. Days remaining and not used will be returned to later donors in reverse order.
- 1727 4) An employee using donated leave will receive their usual pay and benefits.
- 1728 5) Except for the procedures in #3 (above), the donor will be required to execute a waiver to ask for
1729 the return of his or her donated leave.
- 1730 6) The District and the Association will each designate one (1) person to review requests for donated
1731 leave.
- 1732 7) Contributions of sick leave will be voluntary and donors' and non-donors' names will be
1733 confidential.

1734 Maternity Leave

1735 An employee requesting maternity leave will give written notice to the District at least 30 days prior to
1736 the commencement of the leave. The written request for maternity leave should include a statement
1737 about the expected date of return to employment. The leave will commence and terminate at the
1738 discretion of the employee, in consultation with the medical provider. Papers for the applicable state or
1739 federal leaves will be sent to the employee to be completed by the employee and the medical provider.

1740 An employee may take leave in accordance with the applicable state and federal leave laws. An
1741 employee who has paid leave available may use any or all such leave. Paid leave includes both personal
1742 and sick leave. During that time, health benefits will continue.

1743 If the paid days are exhausted, the employee will be eligible for shared leave. If the shared leave is
1744 exhausted, the employee will receive unpaid leave through the applicable state and federal leave laws.
1745 The benefits will be covered for the period of any applicable state or federal leave. The District's portion
1746 of insurance premiums will be covered for the period of any applicable state or federal leave. If sick
1747 leave has been exhausted, the employee will be eligible for shared leave.

1748 For employees who qualify for birth/pregnancy disability, the District will work with them and their
1749 medical provider to ensure compliance with appropriate state law.

Parental Leave

Employees who have a newborn child but do not qualify for maternity leave may access sick leave, sick leave sharing and other applicable state and federal laws. The employee must notify the District as soon as possible about the intended day for commencement of the leave. The employee will be eligible for shared leave. Once the shared leave is exhausted, the employee will receive unpaid leave in accordance with applicable state and federal leave laws.

Adoption Leave

Employees requesting adoption leave will provide to the District a statement about their expected date of return to work. Given the uncertainty of timelines in adoptions, employees will try to give the District a minimum of two (2) weeks' notice of their need for adoption leave, and the District will make every effort to cooperate with the employee's request for adoption leave.

Employees returning from adoption leave at the beginning of the subsequent school year will be placed in their former positions. An adopting parent may use sick leave and/or personal leave during the benefit periods in accordance with applicable state and federal leave laws when their sick leave and/or personal leave is exhausted, an employee will be eligible for shared leave. If the shared leave is exhausted, employees will use unpaid leave, at their discretion, in accordance with applicable state and federal leave laws. More unpaid leave may be granted if circumstances require it and the adopting parent requests an extension.

If both adopting parents are employed by the District, they will access adoption leave in accordance with applicable state and federal leave laws, to be divided at their discretion.

Bereavement Leave

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

Personal Leave Days

An employee will be entitled to a maximum of three (3) days of personal leave with pay, provided the building principal is notified at least three (3) contract days before the expected absence. The three-day requirement will be waived at the discretion of the Assistant Superintendent of Human Resources when an employee has a valid reason why such notice is not possible. Employees with family members (as defined in Section 15: Leaves) on military leave will be granted personal leave without regard to notice or maximum numbers of people on leave per building.

The number of employees at each school who may be gone for personal leave on any given day is as follows: Three (3) employees per school with under 40 certificated staff, four (4) employees per school between 41-60 certificated staff, and six (6) employees per school with 61 or greater certificated staff. Additional employees may be granted leave if their absence can be voluntarily covered internally by other in-building Association members.

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

Employees may elect to bank three (3) personal leave days for two (2) consecutive years, not to exceed five (5) banked days. A maximum of five (5) days may be used consecutively. All unused personal days

1792 will be automatically cashed out at the employee's per-diem rate at the end of each school year unless
1793 the employee notifies the District of his/her intent to bank the unused days. When an employee chooses
1794 to bank days, remaining days that would exceed the banking limit shall be automatically cashed out at
1795 the employee's per-diem rate. Employees who wish to bank personal leave must fill out a District form
1796 each year.

1797 **Example:** an employee who banks two (2) personal days in year one and three (3) personal days
1798 in year two (or vice-versa) will have a total of eight (8) days in year three - five (5) banked, plus
1799 three (3) current personal days.

1800 Employees who notify the School District of their intent to retire or resign **no later than Mar. 15** will
1801 be granted a fourth personal day upon receipt of the letter and approval by the School Board. This day
1802 may be cashed out at per-diem rate at the end of the year. The intent to retire or resign letter should
1803 specify whether the employee is choosing to use the day or take the cash out. The fourth personal day
1804 will be paid **in the June paycheck**.

1805 Jury Duty and Subpoena Leave

1806 Leaves with pay will be granted for jury duty. Employees will notify the District when notification to
1807 serve jury duty is received.

1808 Leaves with pay will be granted when an employee is subpoenaed to appear in a court of law.

1809 Leaves of Absence

1810 The Board may grant a leave of absence of up to one (1) year to employees at the recommendation of
1811 the Superintendent. The leave may be renewed for a second year by written request to the Board.
1812 Teachers On Special Assignment (TOSAs) are not subject to the two-year limit on leaves.

1813 A leave of absence, if granted, will state the provisions for re-employment. An employee who has been
1814 granted a leave will be re-employed in the same or a similar position, provided the administration
1815 contacts the employee on leave **no later than Mar. 1** of the year in which he or she is to return. The
1816 employee will notify the District of his or her intent to return to employment with the District **no later**
1817 **than Mar. 15** of the year in which he or she will return. Leaves of absence requested **after Mar. 15** will
1818 be given an "intent to return" notification deadline on an individual basis. The employee will be given a
1819 minimum of 10 working days to respond.

1820 Political Leave

1821 Upon written request to the Board, an employee will be granted political leave, in accordance with the
1822 following provisions:

1823 With two (2) weeks' notice, an employee who is a candidate for a political office will be granted a leave
1824 for the purpose of campaigning for the office, not to exceed 10 contract days without pay.

1825 The Board will extend a leave without pay to an employee who is elected to a political office to allow
1826 that employee the time to perform all the official responsibilities and duties of his or her office.

1827 At the conclusion of a political leave, the employee will be returned to the same position.

1828 Leaves for Professional Meetings and Travel

1829 The Superintendent or designee may grant leaves with pay to employees to attend conferences,
1830 workshops, and conventions, if those meetings are for the improvement of curriculum and/or instruction.

1831 Requests to attend professional meetings will be made in writing to the Superintendent or designee no
1832 less than two (2) weeks prior to the date of the meeting, with prior approval by the building principal.
1833 With prior approval, personal expenses incurred for these meetings will be reimbursed according to
1834 District policy following submission of an itemized expense voucher.

1835 Association Leave

1836 The Board will grant leaves to officers, chairmen, executive Board members, any members elected to
1837 local, state, or national positions and any other member with specific responsibilities related to the
1838 purpose of the release, to participate in Association business.

1839 The Association will reimburse the District for substitute pay and benefits, where applicable, by
1840 employees attending these meetings.

1841 The Association President will notify the Superintendent and building principal of employee(s) who will
1842 be in attendance at an Association meeting at least five (5) workdays prior to the date of the meeting.
1843 The Superintendent may approve a shorter period of notice under unusual circumstances.

1844 The Association President will be considered a full-time employee of the District and will be under full
1845 contract with full benefits. Leave for the Association President does not fall under the two-year time
1846 limit for other leaves. The Association President will be released from regular duties for Association
1847 business 100 percent of the time. The Association will reimburse the District for 100 percent of the
1848 Association President's salary, benefits, and retirement. The retirement portion will conform to the rules
1849 of the Washington State Employee Retirement System. Upon completion of his or her term, the
1850 Association President will have the option to return to the same position held, or a position that was
1851 applied for and secured, before taking the position as Association President.

1852 Other Association leaves and the length of those leaves will be considered on an individual basis.

1853 SECTION 16: CALENDAR, WORK YEAR

1854 Elementary and High School Calendars

1855 All elementary schools will work on a trimester calendar. All other schools will work on a semester
1856 calendar. The calendar committee will schedule report card preparation and conference days.

1857 Report Card Preparation

1858 *Kindergarten through Grade 5*

1859 Within each school calendar, elementary employees will be given one (1) early release day per grading
1860 period.

1861 Mid-term reports for all elementary students Grades 1-5 will be prepared for first trimester. For second
1862 and third trimesters, midterm reports will be prepared for students K-5 having problems or making
1863 significant changes.

1864 *Grade 6 through Grade 12*

1865 Final examinations for 9-12 will be given the last three (3) days of each semester. On the second day of
1866 finals, students will be released at 12:20 p.m. Teachers will use the time in a self-directed manner to
1867 complete activities including, but not limited to, the following: complete grading/entering student work,
1868 remediate with students, and prepare for the next term. On the last day of the semester, students in
1869 grades 9-12 will be released at 10:30 a.m. This time will be used by teachers in a self-directed manner to
1870 complete activities as those listed above.

1871 For middle school students, students will be released at 10:40 a.m. on the last day of each semester.
1872 Grades for all secondary students will be due three (3) working days following the end of each quarter
1873 **and** the third weekday after the final day of school.

1874 Conference Days

1875 Each employee involved in conferences during the fall and spring will be on a flexible workday to
1876 accommodate the conferences. A flexible workday will allow the employee to schedule and conduct the
1877 conferences, provided the time does not exceed the total hours allotted for conferences. Building
1878 administration and certificated staff will decide in a democratic manner when conferences will be held,
1879 being mindful of the needs of students, families and staff. Staff who are unable to work evening hours
1880 will have alternative times agreed upon between the employee and their supervisor.

1881 ***Kindergarten Conferencing***

1882 The first two (2) regularly-scheduled school days will be reserved for kindergarten parent conferences,
1883 unless modified using variance procedures.

1884 One Friday in October will be designated as a non-school day for kindergarteners so that kindergarten
1885 teachers can enter data into the state kindergarten system (WA Kids).

1886 Additionally, each kindergarten teacher will have two (2) sub days available to use in full or half-day
1887 increments to complete observations and/or data gathering, scoring, and inputting student information.
1888 These days must be prearranged and taken on a Tuesday, Wednesday, or Thursday.

1889 ***K through Grade 5 Conferencing***

1890 Each fall, employees in grades K through 5 will have the equivalent of two (2) full days for parent
1891 conferencing.

1892 Each spring, employees in grades K through 5 will have the equivalent of one (1) day for parent
1893 conferencing.

1894 ***Grade 6 through Grade 8 conferencing***

1895 Each fall, there will be the equivalent of two (2) days for parent conferencing. All-day conferences will
1896 be scheduled **no sooner than two (2) weeks from the end of the first quarter**.

1897 Each spring, there will be one (1) early release day for parent conferencing.

1898 ***Grade 9 through Grade 12 conferencing***

1899 Each year, there will be the equivalent of one (1) full day for parent conferencing.

1900 Early Release

1901 Early release is granted the day before Winter Break when the duration of the break is less than two (2)
1902 weeks. The day before Thanksgiving will be an early release day. Early release for employees will be
1903 one-half hour after students are released, which will occur **no later than 1:00 p.m.** Employees will
1904 complete assigned contractual duties.

1905 Early release on the last day of school will be two (2) hours after student release, provided employees
1906 have completed assigned contractual duties and the regular workday will not be extended.

1907 **SECTION 17: EMERGENCY SCHOOL CLOSURE AND DELAYED** 1908 **OPENING**

1909 If it becomes necessary to close schools because of weather or emergency situations, the District will
1910 initiate its notification process by 6:00 a.m. If school has begun for the day and early dismissal is

1911 required, employees will be dismissed immediately following students. No employee will be required to
1912 report for work on a day when student attendance in the building has been suspended for emergency
1913 reasons. In cases of delayed openings, employees will be required to report for work no earlier than 30
1914 minutes prior to the planned arrival of students. If makeup days are required, the District and the
1915 Association will mutually agree upon the dates. No employee will be subjected to loss of pay or benefits
1916 due to non-attendance on days when schools have been closed for emergency reasons. If there is a two-
1917 hour delay on a high school half-day early release day, the early release will be moved to the following
1918 Wednesday. If there is a three-hour delay on an elementary and middle school early release Wednesday,
1919 the early release will be cancelled and school will dismiss at regular time.

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 Professional Educators Standards Board.

District Professional Development Committee

A District Professional Development Committee will be established to:

- 1) Survey District/employee needs.
- 2) Make District professional development recommendations.
- 3) Help develop and guide professional development courses.
- 4) Coordinate the annual District professional development conference.
- 5) Support building professional development coordinators in their work at the building level.
- 6) Coordinate and share with staff any District professional development opportunities.
- 7) Provide input to District and Association bargaining teams in issues related to staff development.
- 8) 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 (3) elementary employees, who must be regular classroom teachers; one (1) middle school employee; one (1) high school employee; one (1) librarian; one (1) Special Services employee; one (1) career and technical education or other special interest employee; three (3) building principals (representing one (1) elementary, one (1) middle, and one (1) high school); and two (2) 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 (5) times during the school year.

Curriculum Expenses

The District will provide curriculum and all necessary materials including additional/supplementary materials to all employees who teach the curriculum.

If curriculum requires translation, the District will translate the materials at appropriate grade and/or developmental level. Should an employee request to have other supplemental materials translated, the District will determine whether or not those materials are necessary and deliver those materials in a timely manner. Should an employee offer to translate the materials themselves and the District agrees, the District will provide compensation at the curricular rate.

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 Association 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 (3) 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.

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

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

Itinerants from Special Services and Nurses and bargaining unit employees assigned to more than one (1) building will form a committee to serve in the same capacity as the building committees. The committee will consist of the immediate supervisor and at least three (3) employees selected in a representative manner.

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

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

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

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

Voluntary Participation

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

Professional Learning Communities

Each teacher shall be required to be a member of one (1) PLC only. Employees who have no access to a PLC group that teaches the same content area and whose professional development needs are not met

2002 within the District will have the opportunity to discuss other options with the supervisor in an effort to
2003 meet the professional development needs of the employee.

2004 **SECTION 2: PEER ASSISTANCE AND RESOURCES (PAR)**

2005 These guidelines are intended to be liberally construed and implemented to treat employees fairly and to
2006 comply with all statutory and legal obligations. It is anticipated that as these guidelines are implemented
2007 they may be adjusted by the PAR Panel, at all times being mindful of any affected employee's rights, the
2008 contract, and the applicable statutory requirements.

2009 The PAR Program has two (2) major roles:

- 2010 1) The Beginning Employee program seeks to assist employees in their first year with the District by
2011 refining their skills and helping them learn District goals, curriculum, and structure. A Consulting
2012 Peer Educator (CPE) assists each District employee who is new to teaching. The building
2013 principal or supervisor conducts the initial evaluation of the new employee's performance.
2014 2) The Intervention Assistance program seeks to assist "Provisional" employees who exhibit serious
2015 performance deficiencies. Employees with continuing contracts who would like assistance may
2016 refer themselves to the program, but they will not be subject to probation or non-renewal as a
2017 result of self-referral.

2018 The Peer Assistance and Resources Program (PAR) will be for "Provisional" employees only. The
2019 District and Association may mutually agree to extend PAR services to continuing employees on a case-
2020 by-case basis.

2021 The PAR Program is initiated between the Association and the District. The parties may modify these
2022 guidelines at any time based on recommendations from the PAR Panel.

2023 **Peer Assistance and Resources Panel (PAR Panel)**

2024 The PAR Panel serves as the governing body for the program and determines program guidelines
2025 consistent with the terms of the collective bargaining agreement. It consists of the Association President,
2026 three (3) employees selected by the Association, the Assistant Superintendent of Human Resources, and
2027 two (2) administrators selected by the Superintendent. The Assistant Superintendent of Human
2028 Resources and the Association President will be the panel's co-chairs. Minutes will be kept for each
2029 meeting. The Superintendent will be a non-voting member of the panel.

2030 The normal term of service of PAR Panel members is four (4) years. The terms of office for the PAR
2031 Panel members, who are appointed by the Association President, may be staggered to provide
2032 consistency and stability. Each PAR Panel member will be paid an annual stipend of \$200 for a total of
2033 four (4) meetings per year.

2034 The Assistant Superintendent of Human Resources and the Association President will be responsible for
2035 the day-to-day operation of the program (i.e., providing agendas, distributing minutes, making meeting
2036 arrangements, etc.) as well as tasks delegated by the panel that do not involve making decisions
2037 concerning CPE cases.

2038 **Consulting Peer Educators (CPEs)**

2039 Becoming a CPE is a major commitment. CPEs will remain in the position for the entire term of their
2040 appointments, and co-curricular or extracurricular responsibilities should not interfere with their CPE
2041 duties. Any conflicts will be resolved by the PAR Panel.

2042 CPEs will receive an annual budget of \$3,300 to purchase supplies and other materials for the PAR
2043 Program.

2044 The PAR Program will have sufficient CPEs to create a ratio of 15-20 employees per CPE. Over the
2045 course of each year of the agreement, the PAR Panel will analyze the caseload language and make
2046 recommendations to the District and Association bargaining teams regarding any possible adjustments to
2047 the numbers of CPEs.

2048 ***CPE Selection Criteria***

2049 Criteria for selection of CPEs include the following:

- 2050 1) Is a current employee in the District on a continuing contract with a minimum of five (5) years’
2051 total teaching experience, with at least three (3) years in the District?
2052 2) Demonstrates outstanding classroom teaching ability.
2053 3) Demonstrates talent in written and oral communications.
2054 4) Demonstrates the ability to work cooperatively and effectively with other professional staff
2055 members.
2056 5) Has extensive knowledge of a variety of classroom management and instructional techniques.
2057 6) Has the documented support of colleagues and his or her building principal.
2058 7) Has the ability to provide and model expectations of high standards of professional practice while
2059 demonstrating compassion for the person.

2060 ***CPE Selection Process***

2061 At any time the District and Association recognize the need, they can jointly notify all employees in the
2062 District that the PAR Panel is seeking nominations for CPEs. Nomination forms for CPEs will be
2063 available from the Assistant Superintendent of Human Resources or the Association. Any employee or
2064 District employee may submit a nomination form to the Assistant Superintendent of Human Resources
2065 with the name of an employee he or she is nominating as a CPE candidate. An employee may not self-
2066 nominate.

2067 All employees who have a nomination submitted on their behalf will receive from the Assistant
2068 Superintendent of Human Resources and the Association President a joint invitation to apply for the
2069 position of CPE. The invitation will contain the application form, an explanation of the process,
2070 recommendation forms, and a copy of these guidelines. Any employee who receives a joint invitation
2071 may consult with the Assistant Superintendent of Human Resources or the Association concerning the
2072 process for application, requirements of the position, and other procedural matters.

2073 All employees who have received a joint invitation to apply may submit a completed application form to
2074 the Assistant Superintendent of Human Resources within the established timelines. In addition to
2075 submitting a completed application form, each applicant will submit the following documents directly to
2076 the Assistant Superintendent of Human Resources in order for the application to be considered:

- 2077 1) A written recommendation from his or her building principal or immediate supervisor.
2078 2) Recommendations from two (2) other employees from his or her building or program.
2079 3) A recommendation of the senior building representative.

2080 The PAR Panel will review received applications and identify those employees who have met the
2081 application requirements. The panel will select CPEs from the group of applicants using a process
2082 established by the panel. All applications and references will be treated with strict confidentiality.
2083 Applicants who are not accepted as CPEs will be notified.

2084 ***CPE Length of Assignment***

2085 The length of assignment for CPEs will be four (4) years barring extraordinary circumstances that
2086 require the PAR Panel to replace a CPE prior to the end of his or her term, or if caseloads rise to the
2087 point of needing additional CPEs, and the PAR Panel chooses to extend a term.

2088 Selected CPEs will continue in that role for four (4) consecutive years. No CPE may apply for a second
2089 consecutive four-year term. No CPE who has been selected as a replacement for a CPE may continue in
2090 that role for longer than four (4) years. The length of the CPE assignment may be adjusted as determined
2091 by the PAR Panel, and will be dependent on such criteria as how many employees are serving in that
2092 role. If there are enough employees anticipated by spring projections to require a fifth CPE, a mentor
2093 may be asked to remain as a CPE for a fifth year, as determined by the PAR Panel.

2094 ***Part-time CPE Positions for Special Programs***

2095 The PAR Panel may appoint temporary, part-time CPEs in Special Education, bilingual, and other areas
2096 with a small number of employees participating. These CPEs will be bargaining unit employees and will
2097 receive a stipend up to \$1,500, if two (2) employees are being assisted, and up to \$1,000, if one (1)
2098 employee is being assisted. He or she will be allocated up to 12 days of release time per employee being
2099 assisted. He or she will assume all the duties of a CPE. If an employee serves as a .5 FTE or greater part-
2100 time CPE for one (1) year, his or her time as a CPE will be counted as one (1) of the four (4) contractual
2101 years. A full-time CPE will be assigned to assist these CPEs, if possible. After four (4) years, the part-
2102 time CPE may reapply for the position.

2103 ***Return of CPE to the Classroom***

2104 Upon completion of his or her assignment, a CPE will be given the same consideration for returning to
2105 the position of his or her last assignment as if he or she had been on active duty.

2106 The PAR Panel may return any CPE to his or her previous position in accordance with the above at any
2107 time following a conference with the CPE to discuss the reason(s) for the reassignment. This may occur
2108 because of changes in the subject areas and grade levels of employees participating in the PAR Program
2109 or because of concerns about the CPE's work performance.

2110 If a CPE, because of reduction in caseload, is returned to his or her previous position and there is more
2111 than one (1) CPE in that area, the decision will be made based on seniority as a CPE with the least senior
2112 CPE being returned to the classroom.

2113 A CPE will not be selected for an administrative position within the District for at least one (1) school
2114 year after serving as a CPE, except by the mutual consent of the Association and District.

2115 ***CPE Compensation***

2116 A CPE will be paid in accordance with the negotiated employee salary schedule and all other provisions
2117 of this contract. Additionally, a CPE will receive a \$5,000 annual stipend for assuming the
2118 responsibilities of a CPE. All personnel issues associated with a CPE (i.e., sick leave, requests for
2119 leaves, absence) will be reported to the Assistant Superintendent of Human Resources.

2120 ***CPE Caseloads***

2121 The PAR Panel will consider 15-20 new employees per CPE opening. If target numbers are exceeded,
2122 the CPEs may consult with the PAR Panel to determine what measures can be taken to address the issue,
2123 such as keeping a CPE an additional year or hiring a trained mentor for part-to-full-time, or adding two
2124 (2) new CPEs in one (1) year.

2125 All beginning employees without prior experience in their first year under contract with the District will
2126 be assigned to a CPE. New hires whose prior educator experiences are recent and whose current

2127 practices are successful, as well as experienced employees who self-refer, may be included in the
2128 program if CPE caseloads are not exceeded.

2129 Beginning employees who teach multiple subjects at the middle school and high school level will be
2130 assigned only one (1) CPE.

2131 Induction Classes and National Board Classes

2132 During the year that a new, eligible, District teacher receives services from the PAR Program, he or she
2133 will also be eligible to participate in the District's Induction class. Employees who attend induction
2134 classes outside the normal workday will receive clock hours without charge. The parties acknowledge
2135 that induction classes are important for helping new teachers develop their skills and increasing retention
2136 of staff. Employees taking a National Board Certification class through other avenues may use the
2137 Tuition Reimbursement fund to partially pay for the credits. If credits are not being obtained, a District
2138 reimbursement for the \$500 flat rate fee can be requested for obtaining the National Board Certificate.

2139 The District will provide clock hours for employees who attend the Induction class.

2140 This process will be under the direction of the PAR Panel. The Association will bargain the language
2141 and the process.

2142 Intervention and Assistance Plan

2143 This component of the PAR Program is intended to assist "Provisional" employees with their teaching
2144 performance.

2145 If at any time the principal notes areas of concern in a "Provisional" employee's classroom management
2146 or instruction, that employee can be placed on an Intervention and Assistance Plan.

2147 Any "Provisional" employee experiencing serious difficulties in his or her performance that result in
2148 being placed on probation will have the option of either: 1) going through the process with the principal
2149 only, or 2) taking part in an Intervention and Assistance Plan with the CPE and the principal. No
2150 employee waives his or her non-renewal appeal rights by participating in an Intervention and Assistance
2151 Plan.

2152 Self-referral

2153 Any experienced employee who is interested in professional growth in a particular instructional area and
2154 is interested in the assistance of a CPE for that purpose may submit a request for assistance to the
2155 Association President or the Assistant Superintendent of Human Resources. Based upon the existing
2156 caseloads for CPEs, the PAR Panel may assign a CPE to assist the employee.

2157 Any experienced employee who has received an "Unsatisfactory" mark in any category of his or her
2158 evaluation may request assistance from a CPE. The assignment will be made if there is available space
2159 in the CPE's caseload. The Assistant Superintendent of Human Resources and the Association President
2160 will oversee the CPE's assignment in self-referral cases. These cases should have minimal timelines and
2161 goals, as established in the principal's plan of improvement.

2162 Confidentiality

2163 All information concerning assistance provided to an employee who has voluntarily sought the
2164 assistance of a CPE will remain strictly confidential. The CPE will report to his or her PAR Pair
2165 concerning the support and assistance being provided to the employee. However, no information

2166 obtained by the CPE through an assistance process will be disclosed to others except in extreme
2167 circumstances or as required by law.

2168 **Problems Not Referred to the PAR Program**

2169 Employee performance issues not related to teaching skills, practices, or work with students will not be
2170 deemed appropriate for referral to the PAR Program. Examples of the kinds of concerns that are not
2171 appropriate for referral to the PAR Program are repeated tardiness, failure to complete required
2172 attendance or grade reports, or failure to comply with other administrative requirements. Disciplinary
2173 issues like these are to be handled in accordance with the provisions of Article III, Section 3 of this
2174 contract.

2175 **Contract Rights**

2176 Except as explicitly provided in these guidelines, employees participating in the PAR Program retain all
2177 rights in this contract.

2178 These will constitute the guidelines for the PAR Program, recognizing the District and the Association
2179 may find it necessary, by mutual agreement, to modify these provisions.

2180 **SECTION 3: PAYMENT FOR SERVICE ON DISTRICT COMMITTEES**

2181 **District Curriculum Committees**

2182 The District endorses a comprehensive process for the review, adoption, and funding of instructional
2183 materials.

2184 At the discretion of the Assistant Superintendent of Human Resources, participants on committees
2185 involved in the curriculum adoption process may be provided release time with substitutes for meetings
2186 during the school year.

2187 **Curricular and/or Technology Adoptions and Trainings**

2188 Voluntary curricular and/or technology trainings will be offered more than once and spaced far enough
2189 apart to allow for flexibility of employee scheduling. When an employee is unable to attend a voluntary
2190 training offered outside of the contracted workday and/or work-year, an alternative paid training will be
2191 provided.

2192 **Building Curriculum Committees**

2193 Building curriculum committees will be used to evaluate supplemental curriculum needs and
2194 instructional materials for each building in order to fulfill Washington State Learning Standards,
2195 assessment requirements, District learning goals, and instructional decisions based upon each building's
2196 established goals.

2197 The site will determine the size and composition of each building's curriculum committee. Each site
2198 council will determine the allocation of funds. Each building, in order to pay for expenses including but
2199 not limited to curriculum hours, substitute coverage, research material, etc., will be funded as follows:
2200 elementary schools - \$2,000; middle schools - \$2,500; high schools - \$3,500.

2201 Building curriculum committees will meet as needed. Minutes will be recorded at each meeting and will
2202 be kept at the buildings.

District Curriculum Advisory Committees

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

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

- The Arts (visual and performing)
- Math
- Science
- Social Science
- Health and Fitness
- Writing/Reading/Communication
- Assessment
- Educational Technology

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

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

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

The curriculum advisory committees will meet a minimum of six (6) times each year. Annual goals will be established and minutes will be kept of each of these meetings and a copy of the minutes will be filed with the Assistant Superintendent.

Special Committees

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

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

Special Education Teachers

Teachers who are hired into continuing Special Education positions with Conditional certificates will remain teaching in positions within the Special Education Department for a minimum of one (1) year after the issue date of their initial Residency Certificate.

Training for New Instructional Programs

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

Tuition Reimbursement

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

- 1) For employees taking college-level courses through an accredited college that is working towards a degree or endorsement.
- 2) To retrain and/or help recertify employees whose departments have declining enrollment or employees who need assistance to recertify.
- 3) For those employees assigned outside their endorsement(s).
- 4) For credits earned in an accredited master's degree program.
- 5) Pursuing National Board Certification (up to \$1000).

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

This fund may be used to reimburse employees for the cost of one (1) WEST-E test annually.

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

National Board Certification

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

SECTION 4: EMPLOYEE WORKLOAD

Multiple Preparations

Recognizing the added effort required for multiple secondary assignments, the District will attempt to schedule 1.0 FTE secondary teachers for three (3) or fewer preparations, unless the teacher requests in writing a greater number. When a teacher is requested to teach a schedule requiring four (4) or more distinctive preparations, they may request Association representation to join them for a review of their schedule by the building administrator, department head, team leader, and/or grade level leader to justify the need for the schedule and/or identify possible remedies.

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

2279 Various levels of elective courses such as Fine Arts, PE, World Language, and CTE do not constitute
2280 distinctive preparations. In addition, Special Education courses or unique high levels of math and
2281 science, such as AP and IB math and science courses, do not constitute distinctive preparations. The
2282 Association and District will meet and make the determination if any other elective courses are
2283 appropriate to this list.

2284 When it is necessary to assign a greater number of preparations, every reasonable effort shall be made to
2285 avoid giving the assignment to a teacher new to the department, “Provisional” employees, employees
2286 new to an assignment, and employees who are teaching a course for the first time.

2287 In the event the above named employees are assigned more than three (3) preps at the high school level
2288 or more than four (4) preps at the middle school level, they will be provided a stipend equal to one (1)
2289 hour of per-diem multiplied by each week of the additional prep course.

2290 Teachers who choose to teach more than three (3) distinct preps as part of their assignment are exempt
2291 from this section.

2292 **Placement of IEP and 504 Students**

2293 The principal, in consultation with the affected classroom employee and the resource specialist, will
2294 determine the placement of identified IEP students and 504 students with academic or behavioral
2295 accommodations in a regular classroom.

2296 In the assignment and placement of IEP students and 504 students with academic or behavioral
2297 accommodations in regular classrooms, the District will ensure these students are equally distributed per
2298 classroom employee per grade level/subject area.

2299 Certain secondary classes may be exceptions to these standards in cases of health and fitness, band,
2300 chorus, limited course or section offerings, or where program content is geared to the needs of Special
2301 Services students

2302 As an alternative to the equal distribution requirements, a building multi-disciplinary team may make
2303 other arrangements for student placement - i.e. integrated classroom, team teaching, etc.

2304 **Mainstreaming IEP Students**

2305 The District will allocate \$25 per identified IEP student (excluding students receiving only speech and
2306 language services) per school year for the expressed purpose of providing materials to the general
2307 education classroom employee(s) involved in the mainstreaming of IEP students for use with IEP
2308 students.

2309 This allocation will be distributed to each building in proportion to the number of identified IEP students
2310 assigned to that building. The affected classroom employee(s) will determine the appropriate materials
2311 to be purchased, with the agreement of the multi-disciplinary team. The District will develop procedures
2312 for implementing this process.

2313 **Team-taught Classes**

2314 In a Team-taught Class, all instructional responsibilities are equally divided between a regular education
2315 employee and a Special Services employee. This includes, but is not limited to, teaching, planning for
2316 instruction, grading, and parent communication.

Inclusion Classes

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

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

The Director of Special Services will create a schedule of paid substitute employees to cover for each certificated Special Services employee who teaches a classroom of students. These substitutes will be made available four (4) times each year and may only be requested for Tuesdays, Wednesdays, and Thursdays. These hours must be spent in the employee's assigned building.

At the discretion of the Special Services employee, up to two (2) of these days may be used outside of contracted workdays, with employees receiving casual substitute pay for compensation. To claim these hours, employees must submit the appropriate documentation to the Special Services Department **on or before the last day of June.**

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

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

Case Management (Managing Additional Caseloads)

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

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

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

Case Management (Elementary Special Services Personnel)

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

Case Management (Speech and Language Pathologists Only)

The Director of Special Services and each Speech and Language Pathologist (SLP) will schedule three (3) working days without students each school year.

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

School Nurses

A total of 22.5 additional per-diem hours per nurse will be provided **prior to the first student day of the school year** and an additional 7.5 per-diem hours per nurse will be provided for use **prior to the end of September** for nurses to do cross-training of secretaries and/or para-educators for medications and medical procedures to be delegated, complete State-mandated all-staff trainings for life threatening health conditions, work on Individual Health Plans, call parents and doctors as needed, set up medications, attend 504 meetings, get life-threatening health alerts out to staff, and update and complete immunizations.

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

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

Para-educator hours will be made available to nursing staff in the first months of the school year to be used specifically for assistance in working on Individual Health Plans, immunizations and health screenings.

The District will assign nurses to schools at a nurse to student ratio of 1.0 FTE to 1,500 student enrollment at all levels, minus full-time Running Start students and Delta students, at each high school.

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

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

SECTION 5: CLASS SIZE

Overload Guidelines

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

The following will apply to overload compensation:

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

2392 The District overload report covers the calendar month ending with the last school day of the month and
2393 will be submitted to the Association President no later than the 15th of the following month. Overloads
2394 will be equally distributed between grade level or subject matter area for all employees at each school.

2395 Calculating Overload at Elementary Schools (except Special 2396 Services and Elementary Specialists)

2397 A student day at the elementary level is defined as an overload of one (1) student for one (1) full day in
2398 grades where employees generally retain their classes for a full day.

2399 Kindergarten and first grade classes will not exceed 24 students per class. In the event a class exceeds
2400 24, provisions for overload will take effect.

2401 Grade 2 and 3 classes will not exceed 26 students per class. In the event a class exceeds 26, provisions
2402 for overload will take effect.

2403 Grade 4 and 5 classes will not exceed 27 students per class. In the event a class exceeds 27, provisions
2404 for overload will take effect.

2405 The class size limit for a multi-age classroom will reflect the lowest traditional grade level present.

2406 One-way dual language classes will have the following class size limits:

2407 K-1 Classes will not exceed 22 students. In the event class size exceeds 22 students, provisions for
2408 overload will go into effect.

2409 Grade 2 and 3 Classes will not exceed 24 students. In the event class size exceeds 24 students,
2410 provisions for overload will go into effect.

2411 Grade 4 and 5 Classes will not exceed 25 students. In the event class size exceeds 25 students,
2412 provisions for overload will go into effect.

2413 When a class in grades K-5 reaches an enrollment count of 31, the Assistant Superintendent of
2414 Elementary Education will notify the Association President.

2415 Elementary Specialists

2416 Workload will be the following for health and fitness employees, music employees, technology
2417 employees, and librarians:

- 2418 1) Workload per class: 24 students in kindergarten and first grade, 26 students in grades 2 and 3, and
2419 27 students in fourth through fifth grades.
2420 2) A maximum of 50 classes per week. (This factor will be prorated to determine the hiring of music
2421 and health and fitness specialists.)
2422 3) Elementary specialist overload rate will be paid per the schedule below:

2423	Length of Specialist minutes per class	Overload Rate
2424	30	\$1.75
2425	35	\$2.04
2426	40	\$2.33
2427	45	\$2.63
2428	50	\$2.92
2429	55	\$3.21
2430	60	\$3.50

Calculating Overload at Secondary Schools (except Special Services)

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

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

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

Total regular classes taught per day	Maximum number of students
<u>1</u>	<u>30</u>
<u>2</u>	<u>56</u>
<u>3</u>	<u>82</u>
<u>4</u>	<u>108</u>
<u>5</u>	<u>134</u>
<u>6</u>	<u>160</u>
<u>7</u>	<u>186</u>
<u>8</u>	<u>212</u>

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

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

2444

2445 In high schools, using the day overload calculation, employees will not exceed the maximum number of
2446 students listed below for the number of regular classes taught per day.

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

2447

2448 In high school fitness classes, using the day overload calculation, employees will not exceed the
2449 maximum number of physical education classes taught per day.

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

2450

2451 For the purposes of overload, doubles classes in secondary schools will have a maximum of 24 students
2452 in any individual classroom.

2453 For the purposes of overload, ALE/LOC classes in a high school will not exceed a maximum of 93
2454 students per day of five (5) instructional class periods. Individual classes will not exceed a maximum of
2455 20 FTE students.

2456 Middle school one-way dual language classes will not exceed 28 students. In the event class size
2457 exceeds 28 students, provisions for overload will go into effect.

2458 For the purposes of overload, alternative education programs and Phoenix High School will have a
2459 maximum of 24 students in any individual classroom.

2460 For the purposes of overload, the Off-Campus Learning program will have a maximum of 24 FTE (full-
2461 time equivalent) students per 1.0 FTE teacher, as outlined in the RCW.

2462 In music performance classes and large lecture groups, the individual class maximum may be raised.
2463 Music employees may determine the number of students enrolled in performing classes beyond the
2464 contracted class size. For non-performing classes, the contractual class size language is in effect. Daily
2465 class loads will be computed by determining the fraction of the day assigned to non-performing classes
2466 multiplied by the daily total allowed under contract language.

2467 **Calculating Overload for Special Services**

2468 Special Services personnel will have the following workload:

2469 ***Elementary, K-5***

2470 A maximum of 30 IEP students per full-time Special Services employee. At least 6.0 hours per day of
2471 para-educator time will be provided and directed by the Special Services teacher. In addition, at the
2472 elementary level, when the number of IEPs on an employee's caseload exceeds 30, the employee will
2473 choose overload pay or additional overload para-educator hours. When the number of students with IEPs
2474 on an employee's caseload exceeds 45, the employee will choose additional overload payment and
2475 additional overload para-educator hours or a .5 Special Services employee will be hired. Additional
2476 para-educator time will be prorated with each .5 employee hired.

2477 ***Middle School 6-8***

2478 A maximum of 60 student periods per day of six (6) class periods, with a maximum of 12 students in
2479 any individual classroom. At least 6.0 hours per day of para-educator time will be provided and directed
2480 by the Special Services teacher.

2481 ***High School 9-12***

2482 A maximum of 55 student periods per day of five (5) class periods, with a maximum of 12 students in
2483 any individual classroom. At least 6.0 hours per day of para-educator time will be provided and directed
2484 by the Special Services teacher.

2485 The 6.0 hours of para-educator time shall be spent performing duties directly related to Special
2486 Education. Other assigned duties shall not infringe upon the 6.0 hours of the Special Education time.

2487 **District Special Services Programs**

2488 ***Preschool***

2489 A maximum of eight (8) students per half-day session, plus at least 25 hours per week of para-educator
2490 time. When a session size exceeds eight (8), the employee will choose overload pay or adding additional
2491 hours of overload para-educator time. The caseload limit for preschool teachers is 22 students. When the
2492 caseload exceeds this limit the employee will receive overload pay at the weekly rate. If an employee
2493 exceeds both the per-session and caseload limit, the employee may choose to receive either the weekly
2494 or per-session overload.

2495 ***Autism Self-Contained***

2496 A maximum of eight (8) students, plus at least 12 hours per day of para-educator time. When the class
2497 size exceeds eight (8) students, the employee will choose overload pay or adding a six-hour program
2498 needs para-educator. When the class size exceeds nine (9) students, the employee will choose additional
2499 overload pay or adding an additional six (6) hour program needs para-educator.

2500

2501 ***Autism Inclusion***

2502 A maximum of 12 students, plus at least 18 hours per day of para-educator time. When the class size
2503 exceeds 12 students, the employee will receive overload pay. When the class size exceeds 13 students,
2504 the employee will choose additional overload pay or adding an additional six (6) hour program needs
2505 para-educator.

2506 ***Tier II Behavior Programs***

2507 All Tier II Behavior classrooms will have a maximum of 12 students, plus at least 18 hours of para-
2508 educator time. When the class size exceeds 12 students, the employee will receive an additional six-hour
2509 para-educator. District Special Education and building administrators will assist teachers in scheduling
2510 students so that grades K-2 students and grades 3-5 students are not together in the Tier II classroom at
2511 the same time. If the teacher cannot develop a schedule for a student or when a student has behavior
2512 issues that consistently interfere with the learning, safety or well-being of others, the IEP team will meet
2513 to discuss options and make decisions (e.g. additional structures and supports, additional staffing,
2514 change in student schedule, modifications of behavior interventions plans, staff training, etc.). The
2515 District will implement those decisions to provide a safe alternative educational environment. Overload
2516 pay for Tier II Behavior programs will be \$17.50/student day.

2517 ***Lifeskills***

2518 A maximum of eight (8) students, plus at least six (6) hours per day of para-educator time. When the
2519 class size exceeds eight (8) students, the employee will choose overload pay or adding a six-hour
2520 program needs para-educator. When the class size exceeds nine (9) students, the employee will choose
2521 overload pay or adding an additional six-hour program needs para-educator.

2522 When a student requires a one-on-one para-educator, that para-educator shall not supplant any current
2523 “program” para-educator, nor cause a reduction in program para-educator time.

2524 ***Structured Learning Classroom (Elementary)***

2525 A maximum of 12 students, plus at least six (6) hours per day of para-educator time. When the class
2526 exceeds 12 students, the employee will receive overload pay or request additional para-educator time.

2527 ***Occupational/Physical Therapists***

2528 A maximum of 40 students, plus at least six (6) hours per day of para-educator time.

2529 ***Speech and Language Pathologists***

2530 A maximum of 50 students. When the Speech Language Pathologist’s caseload exceeds 50 students the
2531 District will attempt to alleviate the overload situation in accordance with the options outlined. In the
2532 event the overload cannot be alleviated, the SLP will receive overload pay or request that para-educator
2533 time be assigned. Should the caseload exceed 60 students, the SLP will receive overload compensation
2534 for the students over 60 or choose to be assigned additional three (3) hours of para time. Should the
2535 caseload exceed 65 students, the SLP shall receive additional para-educator time and will receive
2536 overload compensation for all the students on their caseload beyond 65 students.

2537 ***School Psychologists***

2538 The caseload for School Psychologists will be 150 students with disabilities, not including students
2539 identified as communication disabled only. In the event a psychologist’s caseload goes over 150, the
2540 psychologist will receive an additional 7.5 hours of per-diem pay for every additional 10 students with
2541 disabilities, not including students identified as Communication Disabled only.

2542 In the event it becomes necessary to assign coverage of additional students and/or schools to the
2543 caseload of an existing school psychologist(s) due to position vacancy or temporary leave, the District
2544 shall compensate this additional caseload by paying for time worked at per-diem rate. The additional

2545 time worked outside of the regular contract day will be reported by the employee and approved by their
2546 supervisor. It is understood that payment for work completed is intended to provide compensation for
2547 any work necessary to carry out the responsibilities of the school psychologist at that additional school
2548 site.

2549 As the need for coverage arises, this need will be communicated to the school psychologist group. It is
2550 understood that providing this coverage is voluntary and is subject to the approval of the supervisor
2551 based on the ability of the school psychologist, given their current assigned caseload, to successfully
2552 handle the additional assignment. This process is not intended to take the place of the regular job
2553 postings and hiring processes that occur when there is a vacancy.

2554 **Calculating Overload for Regular Education/Special Services Team-** 2555 **taught Classes in Middle Schools**

2556 A Team-taught Class by a regular education employee and a Special Services employee will be limited
2557 to 27 students using as a guideline a ratio of two-thirds regular education students to one-third Special
2558 Services students.

2559 The regular education students will be assigned to the class roster of the regular education employee,
2560 and the Special Services students will be assigned to the class roster of the Special Services employee.

2561 The principal and the employees involved will develop team-taught classes.

2562 When an overload occurs in a team-taught classroom with over 27 students, overload pay for the period
2563 will be split evenly between the regular education employee and the Special Services employee.

2564 Regular education employees will not exceed a maximum of 157 students per instruction day of six (6)
2565 class periods in the team-teaching model.

2566 **Overload Compensation (Except Special Services)**

2567 When an overload occurs, the District will attempt to alleviate the overload in accordance with option 1
2568 and/or 2 below. In the event the District does not alleviate the overload through option 1 and/or 2, the
2569 affected employee will then elect option 3 or 4, as indicated below.

- 2570 1) Employees may be employed in addition to those provided for by the Basic Education Act.
- 2571 2) Students may be transferred.
- 2572 3) A para-educator may be assigned, at the option of the employee. However, when para-educator
2573 time is used, that time will consist of at least one-half day per classroom at the elementary level, or
2574 50 minutes per period of overload at the secondary level. Para-educator time will be generated
2575 outside existing programs.
- 2576 4) An employee may elect to receive compensation in lieu of aide time. Employees electing
2577 compensation will be paid from the first day of overload at the following rates: elementary - \$
2578 17.50 per student per student day, secondary - \$ 3.50 per student per class period.
- 2579 5) For online learning classes, an employee will receive compensation at \$3.50 per each additional
2580 0.2 FTE student enrollment.

2581 The District may make downward adjustments in existing overloads at any time, including overloads
2582 being remedied under option 3 and 4.

2583 In all instances, overloads will be paid to the affected employee from the first day of overload, except as
2584 noted above, up to the time the overload is alleviated or the employee elects to have a para-educator.

2585 In the event a classroom employee on sick leave receives overload, overload compensation will be paid
2586 to him or her for the first 20 days of his or her sick leave. On the 21st day, the substitute employee will
2587 begin to receive the compensation.

2588 Overload Compensation for Special Services

2589 When an overload occurs in a Special Services class, the District will attempt to alleviate the overload in
2590 accordance with option 1 and/or 2 below. In the event the District does not alleviate the overload
2591 through option 1 and/or 2, the affected employee will then elect to take option 3 or to receive
2592 compensation.

- 2593 1) Employees may be employed in addition to those provided for by the Basic Education Act.
2594 2) Students may be transferred.
2595 3) A para-educator may be assigned at the option of the employee. However, when para-educator
2596 time is used, the time will consist of at least one-half day per classroom at the elementary level or
2597 50 minutes per period of overload at the secondary level. Para-educator time will be generated
2598 outside existing programs.

2599 A Special Services employee who elects to receive compensation in lieu of para-educator time will be
2600 paid as follows:

2601 ***Elementary (K-5)***

2602 Resource Program employees \$3.50 / student day

2603 ***Secondary (6-12)***

2604 Resource Program employees \$3.50 / student hour or \$3.50 / student day

2605 ***District Special Services Programs***

2606	Preschool	\$8.75 / session or \$35.00 / student week caseload limit
2607	Autism	\$17.50 / student day
2608	Tier II	\$17.50 / student day
2609	Lifeskills	\$17.50 / student day
2610	Structured Learning	\$17.50 / student day
2611	Occupational/Physical Therapists	\$17.50 / student week
2612	Speech & Language Pathologists	\$17.50 / student week

2613 The District may make downward adjustments in existing overloads at any time, including overloads
2614 being remedied under option 3 and/or by receiving compensation.

2615 In all instances, overloads will be paid to the affected employee from the first day of overload, except as
2616 noted above, up to the time the overload is alleviated or the employee elects to have a para-educator.

2617 In the event a classroom employee on sick leave receives overload, overload compensation will be paid
2618 to him or her for the first 20 days of his or her sick leave. On the 21st day, the substitute employee will
2619 begin to receive the compensation.

2620 SECTION 6: EMPLOYEE PARTICIPATION

2621 Board Policy and Curriculum Development

2622 Before adoption of any Board policy, the Association will be given an opportunity to determine if items
2623 being considered are within the scope of bargaining, i.e. related to wages, hours, and terms and
2624 conditions of work. On matters not relating to wages, hours, and terms and conditions of work, the

2625 District will continue its cooperative efforts to solicit the participation of employees in the development
2626 and improvement of instructional programs.

2627 **Building Budget Committee**

2628 The building principal will involve employees in establishing priorities and budget allocations for the
2629 purpose of purchasing curriculum and instruction materials, developing curriculum, and implementing
2630 programs.

2631 The monthly financial statement of each school will be made available to the instructional staff. The
2632 primary responsibility for the building budget will be the principal's, subject to the provisions contained
2633 herein.

2634 **Student Behavior Committee**

2635 Each building site will have a student behavior committee that meets as needed and publishes a report
2636 about their meeting. In addition, teachers will be made aware of students who are potentially dangerous
2637 before the student is placed in the teacher's classroom.

2638 The principal and staff select representatives on the student behavior committee. A democratic process
2639 will be used to select bargaining unit representatives to the student behavior committee. This committee
2640 will be paid.

2641 The student behavior standards, procedures, and other recommendations will be developed by the
2642 student behavior committee and will be submitted to the employees for approval. Elected members of
2643 the committee will receive necessary training. This committee will be the only behavior committee for
2644 the building.

2645 **SECTION 7: STUDENT DISCIPLINE**

2646 Students are expected to behave appropriately at school. Building and District administrators will
2647 provide support in dealing with continually disruptive students and take measures to minimize
2648 disruption of the learning environment. Any employee may exclude from a classroom or activity any
2649 student who is creating a disruption that violates the school's or employee's discipline policies.

2650 A student can be excluded for the balance of a class period, an activity, or a school day. As per RCW
2651 28A.600.020 and WAC 392-400-330, the student cannot be excluded for more than the balance of the
2652 school day or up to two (2) school days unless the behavior warrants further disciplinary action, in
2653 which case the student may be excluded for up to two (2) days. Except in an emergency, an employee
2654 must attempt one (1) or more alternative forms of corrective action prior to excluding a student.

2655 Building Administration will provide a designated alternative educational environment outside of the
2656 regular classroom for the teacher to send continually disruptive students.

2657 In no event will any excluded student return to the regular classroom until a written plan and/or written
2658 notification has been given to the teacher. Only with the consent of the employee may an excluded
2659 student return to the class during the balance of that class or activity period or up to the following two
2660 (2) school days, or until the principal or designee and the employee have conferred. Any restorative
2661 conferences between the excluded student, affected teacher(s), administrator(s), and/or
2662 parent(s)/guardian(s) will not be during instructional time, prep time (with employee consent), or lunch
2663 time.

2664 Parents of any student so removed from class will be notified as soon as possible by the
2665 employee/principal, giving details on the removal and the incidents which caused the removal.

2666 The principal or the employee can request a conference to discuss a student's behavior with the student's
 2667 parent or guardian.

2668 Prior to a student's return to a classroom, the employee who excluded the student from the classroom
 2669 will be informed of the disciplinary action taken against the student. Employees have the right to
 2670 recommend stronger disciplinary action.

2671 The District will provide diagnostic or therapeutic personnel and other support services, including
 2672 separate adjustment classrooms, for the continually disruptive student. Readmission of a student to a
 2673 regular classroom may take place upon demonstrated acceptable behavioral changes.

2674 The District will require each principal, with staff input, to create a behavior alert communication
 2675 process.

2676 Student Behavior Committees will create a plan addressing the safety of the student, staff, and other
 2677 students. The District will give each building the flexibility to create student dress codes based on needs.

2678 The Board and the Superintendent will support and uphold its employees in their efforts to maintain
 2679 discipline in accordance with District discipline rules, which will be distributed to each employee at the
 2680 beginning of the school year. The Board supports the authority of employees to use prudent disciplinary
 2681 measures for the safety and well-being of pupils and employees. To maintain order and discipline, an
 2682 employee may employ the reasonable use of physical restraint, as long as he or she does not violate
 2683 Board policies, state laws, or federal laws.

2684 The District will conduct instructional meetings for employees concerning all applicable federal, state,
 2685 and local laws; District rules, regulations, and procedures pertaining to student rights; employee rights;
 2686 due process; and the processing of student discipline. These meetings will be held during the workday at
 2687 no cost to the employee.

2688 **SECTION 8: SITE-BASED DECISION MAKING**

2689 The District values the participation of employees in the site-based decision making process. The
 2690 purpose of site-based decision making is to improve student learning. The District and Association share
 2691 the commitment to create a positive culture within the District to support the participation of employees
 2692 in shared decision making. The District and Association will model collaboration by seeking mutually-
 2693 beneficial solutions to problems, disagreements, and negotiations.

2694 To facilitate this culture, the District and Association agree to the following:

- 2695 1) The Board, the administration, and the Association must sign the terms and conditions established
 2696 in the anchor agreements.
- 2697 2) All schools should try to establish chartered (with bylaws and/or covenants) site councils
 2698 approved by 70% or more of the employees who vote on the proposed charter.
- 2699 3) A democratic process will be used to select the employees of the site council.
- 2700 4) The District and Association will agree to the terms and conditions of any variance procedure.
- 2701 5) The parameters of shared decision making by site councils will be limited to those areas that
 2702 directly affect instruction, like curriculum, instruction design, and materials selection; staff
 2703 development; building budget; selection of new staff; etc.
- 2704 6) The District and Association will participate in and support the District Site Council Committee.
- 2705 7) Funding for chartered and District-approved site councils at each building will be as follows:
 2706 elementary schools - \$3,000; middle schools – \$5,000; high schools - \$7,000; Special Services -
 2707 \$3,000; Tri-Tech Skills Center – \$1,500; Juvenile Justice Center - \$1,000; and Keewaydin
 2708 Discovery Center - \$1,000.

Variance Procedure for Improved Student Learning

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

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

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

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

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

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

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

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

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

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

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

Renewing a Variance

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

Parameters for Variances

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

Appendix

DEFINITIONS

“District/Board” shall mean the Kennewick School District and the designated agents thereof.

“Association/Bargaining Unit” shall mean the Kennewick Education Association, which is affiliated with the Washington Education Association and with the National Education Association.

“Parties” shall mean the District and the Association as co-signers of the Agreement.

“Agreement” shall mean the Collective Bargaining Agreement signed by the parties.

“Contract” shall mean the individual employment contract or other supplemental contracts issued to each employee.

“RCW/WAC” shall refer to the applicable laws, rules, and regulations of the State of Washington.

“Policy/Board Policy” shall mean the current policies adopted by the Kennewick School District Board of Directors.

“Day” shall mean work day, except during summer when it shall mean District business days.

“Employee,” “Certificated Employee,” “Staff,” or “Member” shall mean all certificated personnel included in the bargaining unit.

“Provisional Employee” shall mean:

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

“Leave Replacement Employee” shall mean employees issued a non-continuing contract for the purpose of filling the position of regular employee out on an extended leave.

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

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

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

“Time Pay” shall mean the pay teachers may earn by attending and participating in District-led professional development activities that are outlined in the section on salaries under the TRI Days heading. These days are identified in the calendar each year.

**Classroom Teacher Evaluation**

Comprehensive Evaluation

Employee: 0

Building/Program:

Evaluator:

School Year:

Dates of observations:

date here

date here

date here

date here

Final Conference

Criterion		Score
1	Expectations Centering Instruction on high expectations for student achievement	0
2	Instruction: Demonstrating effective teaching practices	0
3	Differentiation: Recognizing individual student learning needs and developing strategies to address those needs.	0
4	Content Knowledge: Providing clear and intentional focus on subject matter content and curriculum.	0
5	Learning Environment: Fostering and managing a safe, positive learning environment.	0
6	Assessment: Using multiple student data elements to modify instruction and improve student learning.	0
7	Families and Community: Communicating and collaborating with parents and school community	0
8	Professional Practice: Exhibiting collaborative collegial practices focused on improving instructional practice and student learning.	0

Total 0

Student Growth		Score
3.1	Recognizing individual student learning needs and developing strategies to address those needs. Establish Student Growth Goal(s)	0
3.2	Recognizing individual student learning needs and developing strategies to address those needs. Achievement of Student Growth Goal(s)	0
6.1	Using multiple student data elements to modify instruction and improve student learning and criteria. Establish Student Growth Goal(s)	0
6.2	Using multiple student data elements to modify instruction and improve student learning and criteria. Achievement of Student Growth Goal(s)	0
8.1	Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning. Establish Student Growth Goals, Implement, and Monitor Growth	0

Total 0

Criterion Score 29-32	Proficient	Distinguished
Criterion Score 22-28	Proficient	Proficient
Criterion Score 15-21	Basic	Basic
Criterion Score 8-14	Unsatisfactory Plan of Improvement	
Comprehensive Chart	Student Growth 5-12	Student Growth 13-17
	Student Growth 18-20	

Criterion Score

0

Student Growth

0

Summative Rating

Evaluator comments:

The employee and administrator have conferred on the type of evaluation to be used next year and agreed on:

Comprehensive

Focused

Plan of Improvement

The employee's signature below indicates his or her receipt of this evaluation report only and does not imply agreement.

Teacher:

Administrator:

Date:

Fill in shaded areas only



Name:

Year:

CRITERIA AND COMPONENTS		Unsat	Basic	Prof	Dist
1	Centering instruction on high expectations for student achievement.	1	2	3	4
1.1	Establishing a culture for learning (2b)				
1.2	Communicating with students (3a)				
1.3	Engaging students in learning (3c)				
	Rationale/Evidence:				
2	Demonstrating effective teaching practices	1	2	3	4
2.1	Using questioning and discussion techniques (3b)				
2.2	Reflecting on teaching (4a)				
	Rationale/Evidence:				
3	Recognizing individual student learning needs and developing strategies to address those needs.	1	2	3	4
3.1	Demonstrating knowledge of students (1b)				
3.2	Demonstrating flexibility and responsiveness (3e)				
SG 3.1	Establish Student Growth Goal(s)				
SG 3.2	Achievement of Student Growth Goal(s)				
	Rationale/Evidence:				



Name:

Year:

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



Name: _____

Year: _____

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

Name: _____

School: _____

Date: _____



Focused Teacher Evaluation Form

Teacher name: [Click here to enter text.](#)

Dates of observations: [Click here to enter text.](#)

Washington State Criteria and Danielson Components: [Choose an item.](#)

Student Growth Goal: [Choose an item.](#)

Last Comprehensive Summative Performance Level: [Choose an item.](#)

Summary of growth on focused area: *(include student growth information)*

[Click here to enter text.](#)

Signature/ name of administrator: _____ [Click here to enter text.](#)

Signature of teacher: _____ [Click here to enter a date.](#)

Kennewick School District Certificated Staff Evaluation

Evaluatee Name: _____ Evaluator Name: _____
 Position: _____ Title: _____
 Building: _____ Observation Dates/Times: _____

Evaluation Criteria

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

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

VI. Knowledge of Subject Matter

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

Comments: _____

VII. Efforts Toward Improvement When Needed

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

Comments: _____

Date: _____ Teacher: _____

Date: _____ Administrator: _____

bj/ej 9/01

Evaluatee

Name: _____
 Position: _____
 Building: _____

Evaluator

Name: _____
 Title: _____
 Observation Dates/Times: _____

Kennewick School District
 Form: A-2

LIBRARIAN EVALUATION CRITERIA

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

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

VI. Efforts Toward Improvement When Needed

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

Comments: _____

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

Employee: _____ Date: _____

Evaluator: _____ Date: _____

bj/ej 9/01

Evaluatee
Name: _____
Position: _____
Building: _____

Evaluator
Name: _____
Title: _____
Observation Dates/Times: _____

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

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

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

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

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

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

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

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

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

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

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

VI. Efforts Toward Improvement When Needed

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

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

Employee: _____ Date: _____

Evaluator: _____ Date: _____

bj/cj 9/01

Evaluatee

Name: _____
 Position: _____
 Building: _____

Evaluator

Name: _____
 Title: _____
 Observation Dates/Times: _____

Kennewick School District
 Form: A-3

COUNSELOR EVALUATION CRITERIA

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

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

VI. Efforts Toward Improvement When Needed

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

Comments: _____

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

Employee: _____ Date: _____

Evaluator: _____ Date: _____

bj/ej 9/01

19-20 Base Salary							
Step	BA	BA+15	BA+30	BA+45	BA+90/ MA	BA+135/ MA+45	MA+90/DOC
0	\$49,880	\$51,227	\$52,624	\$54,020	\$59,800	\$64,290	\$67,183
1	\$50,553	\$51,920	\$53,331	\$54,793	\$60,465	\$65,003	\$67,876
2	\$51,191	\$52,569	\$54,000	\$55,571	\$61,137	\$65,657	\$68,565
3	\$51,850	\$53,241	\$54,688	\$56,309	\$61,771	\$66,280	\$69,258
4	\$52,498	\$53,950	\$55,401	\$57,082	\$62,435	\$66,973	\$69,977
5	\$53,166	\$54,624	\$56,090	\$57,866	\$63,113	\$67,637	\$70,695
6	\$53,850	\$55,276	\$56,798	\$58,659	\$63,807	\$68,271	\$71,378
7	\$55,057	\$56,508	\$58,045	\$60,005	\$65,103	\$69,667	\$72,830
8	\$56,823	\$58,349	\$59,926	\$62,050	\$67,143	\$71,777	\$75,064
9	\$56,823	\$60,260	\$61,916	\$64,116	\$69,209	\$73,946	\$77,334
10	\$56,823	\$60,260	\$63,926	\$66,285	\$71,378	\$76,181	\$79,678
11	\$56,823	\$60,260	\$63,926	\$68,519	\$73,612	\$78,520	\$82,087
12	\$56,823	\$60,260	\$63,926	\$70,684	\$75,937	\$80,925	\$84,601
13	\$56,823	\$60,260	\$63,926	\$70,684	\$78,341	\$83,384	\$87,170
14	\$56,823	\$60,260	\$63,926	\$70,684	\$80,815	\$86,018	\$89,833
15	\$56,823	\$60,260	\$63,926	\$70,684	\$82,916	\$88,252	\$92,173
16	\$56,823	\$60,260	\$63,926	\$71,379	\$86,996	\$92,594	\$93,636
17	\$56,823	\$60,260	\$63,926	\$71,379	\$86,996	\$92,594	\$93,636
18+	\$56,823	\$60,260	\$63,926	\$72,728	\$88,675	\$93,636	\$93,636

Kennewick EA 2019-20 Time Days						7.000	
Step	BA	BA+15	BA+30	BA+45	BA+90/ MA	BA+135/ MA+45	MA+90/DOC
0	\$1,940	\$1,992	\$2,046	\$2,101	\$2,326	\$2,500	\$2,613
1	\$1,966	\$2,019	\$2,074	\$2,131	\$2,351	\$2,528	\$2,640
2	\$1,991	\$2,044	\$2,100	\$2,161	\$2,378	\$2,553	\$2,666
3	\$2,016	\$2,071	\$2,127	\$2,190	\$2,402	\$2,578	\$2,693
4	\$2,042	\$2,098	\$2,155	\$2,220	\$2,428	\$2,605	\$2,721
5	\$2,068	\$2,124	\$2,181	\$2,250	\$2,454	\$2,630	\$2,749
6	\$2,094	\$2,150	\$2,209	\$2,281	\$2,481	\$2,655	\$2,776
7	\$2,141	\$2,198	\$2,257	\$2,334	\$2,532	\$2,709	\$2,832
8	\$2,210	\$2,269	\$2,330	\$2,413	\$2,611	\$2,791	\$2,919
9	\$2,210	\$2,343	\$2,408	\$2,493	\$2,691	\$2,876	\$3,007
10	\$2,210	\$2,343	\$2,486	\$2,578	\$2,776	\$2,963	\$3,099
11	\$2,210	\$2,343	\$2,486	\$2,665	\$2,863	\$3,054	\$3,192
12	\$2,210	\$2,343	\$2,486	\$2,749	\$2,953	\$3,147	\$3,290
13	\$2,210	\$2,343	\$2,486	\$2,749	\$3,047	\$3,243	\$3,390
14	\$2,210	\$2,343	\$2,486	\$2,749	\$3,143	\$3,345	\$3,494
15	\$2,210	\$2,343	\$2,486	\$2,749	\$3,224	\$3,432	\$3,584
16	\$2,210	\$2,343	\$2,486	\$2,776	\$3,383	\$3,601	\$3,641
17	\$2,210	\$2,343	\$2,486	\$2,776	\$3,383	\$3,601	\$3,641
18+	\$2,210	\$2,343	\$2,486	\$2,828	\$3,448	\$3,641	\$3,641

Kennewick EA 2019-20 Total Compensation							
Step	BA	BA+15	BA+30	BA+45	BA+90/ MA	BA+135/ MA+45	MA+90/DOC
0	\$51,820	\$53,219	\$54,670	\$56,121	\$62,126	\$66,790	\$69,796
1	\$52,519	\$53,939	\$55,405	\$56,924	\$62,816	\$67,531	\$70,516
2	\$53,182	\$54,613	\$56,100	\$57,732	\$63,515	\$68,210	\$71,231
3	\$53,866	\$55,312	\$56,815	\$58,499	\$64,173	\$68,858	\$71,951
4	\$54,540	\$56,048	\$57,556	\$59,302	\$64,863	\$69,578	\$72,698
5	\$55,234	\$56,748	\$58,271	\$60,116	\$65,567	\$70,267	\$73,444
6	\$55,944	\$57,426	\$59,007	\$60,940	\$66,288	\$70,926	\$74,154
7	\$57,198	\$58,706	\$60,302	\$62,339	\$67,635	\$72,376	\$75,662
8	\$59,033	\$60,618	\$62,256	\$64,463	\$69,754	\$74,568	\$77,983
9	\$59,033	\$62,603	\$64,324	\$66,609	\$71,900	\$76,822	\$80,341
10	\$59,033	\$62,603	\$66,412	\$68,863	\$74,154	\$79,144	\$82,777
11	\$59,033	\$62,603	\$66,412	\$71,184	\$76,475	\$81,574	\$85,279
12	\$59,033	\$62,603	\$66,412	\$73,433	\$78,890	\$84,072	\$87,891
13	\$59,033	\$62,603	\$66,412	\$73,433	\$81,388	\$86,627	\$90,560
14	\$59,033	\$62,603	\$66,412	\$73,433	\$83,958	\$89,363	\$93,327
15	\$59,033	\$62,603	\$66,412	\$73,433	\$86,140	\$91,684	\$95,757
16	\$59,033	\$62,603	\$66,412	\$74,155	\$90,379	\$96,195	\$100,466
17	\$59,033	\$62,603	\$66,412	\$74,155	\$90,379	\$96,195	\$100,466
18+	\$59,033	\$62,603	\$66,412	\$75,556	\$92,123	\$98,051	\$102,406

Compensation Adjustment Stipend:

Because state law has a maximum base salary of \$93,636, 4 cells have the additional stipend below to bring them to a competitive salary.

BA+135/MA+45, 18+ years	\$774
MA+90/DOC, 16 years	\$3,189
MA+90/DOC, 17 years	\$3,189
MA+90/DOC, 18+ years	\$5,129

For the Year 2020-2021, IPD or 3%, whichever is greater, will be applied to the salary schedule.

Memorandum of Understanding

Between the Kennewick School District and Kennewick Education Association
for the 2019-20 school year only.

Current Language:

Teacher in Charge

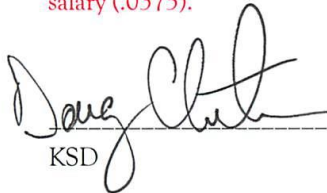
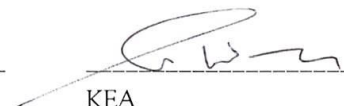
A Teacher in Charge is a designated, certificated employee at secondary schools that have one or no administrator, who acts as the principal in the principal's absence. A teacher in charge will be paid a stipend at a rate of .075 x the base salary on the Kennewick School District Salary Schedule.

MOU language:

A Teacher in Charge is a designated, certificated employee at an elementary school, or secondary schools that have one or no administrator, who acts as the principal in the principal's absence.

Duties may include helping support other teachers with student issues, talking with parents or other visitors in the main office, helping organize classroom coverages for the day, etc. The Teacher in Charge will have no supervisory authority over certificated staff.

For the 2019-20 school year, both Hawthorne and Canyon View Elementary Schools will have a ½ time "Teacher in Charge". Each person will receive ½ of the regular stipend of .075 x the base salary (.0375).

	
KSD	KEA
10/10/19	10/10/19
Date	Date

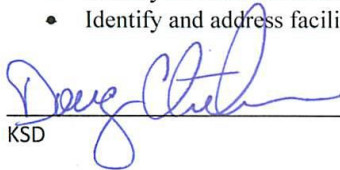
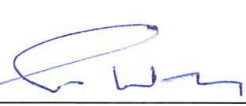
Memorandum of Understanding

Between the Kennewick School District and Kennewick Education Association

For the 2019-2020 school year only

During the 2019-20 school year, there will be a Special Education Task Force. This Task Force will be made up of equal representation from KSD and KEA. KEA members will be assigned by the KEA President. All members will have an equal vote in decisions. The establishment of this Task Force will be reported within 20 working days of contract ratification. A KEA representative on the Task Force will report to the labor management team and make recommendations by December 1, 2019. This Task Force will discuss:

- Identify and mitigate staff and student safety issues
- Distribution of high needs special program classrooms equitably among buildings so that building resources are equitably affected across the district
- Separating students by appropriate grade levels
- 6-8 and 9-12 Tier II program design and implementation
- Establishment of a Tier III program for students who cannot be safely served in Tier II
- A reporting system for staff who are injured or who notice safety issues and that system needs to ensure that staff will be protected from reprisals for reporting
- Identify and address staff training needs
- Identify and address facility needs

	<u>10-17-19</u>		<u>10/17/19</u>
KSD	Date	KEA	Date

Memorandum of Understanding
Between the Kennewick School District and Kennewick Education Association
INSURANCE BENEFITS

To facilitate the transition to the School Employee Benefit Board insurance, all provisions of Article III, Section 14 of the 2016-2019 Kennewick Education Association and Kennewick School District collective bargaining agreement, except as prescribed here, will remain in full force for the remainder of calendar year 2019.

Exceptions:

1. Health Care Pool: The District will contribute the prorated amount of \$95,000 for the period from September 1, 2019 to December 31, 2019. ($380,000 \text{ divided by } 12 \times 3$)
2. Insurance Tiers: Set asides in this section shall be similarly prorated to \$2500 for the period from September 1 to December 31, 2019. ($\$10,000 \text{ divided by } 12 \text{ and then } \times 3 = \2500)
3. In lieu of the remainder of the existing District contribution to the health care pool, the district will contribute the remainder of the pool allocation per 1.0 FTE to individual employee VEBA accounts in February 2020. This would only be for the 19-20 school year only.
4. In December 2019, KEA members will not pay any out of pocket health insurance premiums.
5. In the event that the SEBB insurance program changes and premiums return to being collected the month prior to coverage, KEA agrees that employees will need to pay two payments in that first month.
6. Insurance Committee is disbanded.

The following provisions shall take effect on January 1, 2020.

Insurance benefits will be provided according to SEBB policies.

Health Care Allotments

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

Eligibility

SEBB health care plans are available for individual employees who work a minimum of 630 hours or are anticipated to work 630 hours or more. In addition to themselves, individual employees may also cover any dependents deemed eligible under current or future SEBB requirements. Eligibility and coverage periods are subject to the following additional conditions:

- Benefits will carry over, uninterrupted, from one school year to the next if the employee was eligible in the previous year.
- Employees starting work in August will begin coverage on September 1.
- Employees starting work September 1, but not later than the first day of school, will begin coverage on their first workday.
- Employees starting work after the first day of school will begin coverage on the first day of the following month.
- Employees hired too late in the school year to work 630 hours before the end of the year that are anticipated to work 630 hours during the following year will be eligible for SEBB benefits if they work at least 17.5 hours per week for six of the last eight weeks.

- If an employee reasonably not anticipated to work 630 hours does so, their coverage will begin on the first day of the following month that they reach 630 hours.

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

Programs

The regionally accessible health care programs provided by SEBB carriers will be available to employees are listed below and will include:

Required (100% covered premium):

Dental
Vision
Long Term Disability
AD&D Insurance
Life Insurance

Voluntary:

SEBB Medical Plans

Other Benefits:

Flexible Spending Arrangement, Health Savings Accounts, Dependent Care Assistance, and other voluntary employee paid SEBB programs will be available to employees under terms as determined by SEBB.

The District will provide access to an Employee Assistance Program at no cost to the employee. Voluntary Non-SEBB programs are available to employees but are not funded from the amount provided by the district.

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

Enrollment Period

Enrollment will be from Oct. 1 to November 15, or as otherwise set by SEBB. When the enrollment period ends, no insurance options may be added or deleted during the contract year except for changes in family status or job status. If an employee fails to enroll within the open enrollment period they will be placed on the default medical, dental and vision plans as determined by SEBB.

If an employee is hired after the open enrollment period, he or she may enroll in approved plans prior to the first day of the following month. If the employee fails to enroll, they will be placed on the default medical, dental and vision plans as determined by SEBB Coverage will begin the first day of the month following the date of hire.

Termination of Benefits

For employees who resign their position but are employed through the last work day of the school year, their resignation will be deemed effective on August 31 and their SEBB benefits will continue to that date.

When resignation/termination takes place during a school year, the employee's SEBB benefits will continue to the last day of the month in which resignation/termination occurs.

Sharing Health Care Contributions

SEBB does not allow for dual coverage.

Spouses/domestic partners who are both employees of the district may choose to enroll both employees for medical coverage under one SEBB account along with medical and required benefits for their dependents. However, each employee must register for dental, vision and other required benefits under their own SEBB account.

Health Care Authority (the "carve-out")

The Health Care Authority contribution will be paid in full by the district. Through December of 2019. Starting in January of 2020 the HCA contributions will be paid in full by the district SEBB remittance.

VEBA Health Reimbursement Plan

The district and association have adopted the VEBA Health Reimbursement Plan. The district agrees to facilitate employee contributions to the plan and will add 10 cents for each dollar contributed by each employee, according to the VEBA age-based contribution rates, as applied to the program in 2018-2019. Each eligible employee must complete an enrollment form online through VEBA to become a plan participant and be eligible for benefits under the plan.

Beginning in the 2020-2021 school year, the district will make an annual contribution to each employee's VEBA account in the amount of the former pool amount-\$390,000 divided by full time FTE.

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

VEBA Sick Leave Conversion Medical Reimbursement Plan

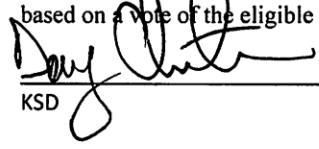
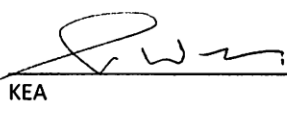
The district has adopted the VEBA Sick Leave Conversion Medical Reimbursement Plan, pursuant to RCW 28A.400.210, and agrees to make contributions to the plan on behalf of all employees who have excess sick leave conversion rights.

In accordance with the statute, contributions on behalf of each eligible employee will be based on the conversion value of sick leave credits the employee has accumulated at the time of his or her retirement or separation from the district. As per statute, all eligible employees will be required to sign and submit to the district a VEBA membership form that includes a "Hold Harmless" agreement. If an eligible employee fails to sign and submit this agreement, he or she will not be permitted to participate in the plan at any time during the term of this contract. Without a signed agreement, an employee's excess sick leave conversion rights will be forfeited for the term of the contract.

All employees who retire or separate from service and who meet the eligibility requirements in RCW 28A.400.210 during the term of this contract will be eligible for contributions to the plan. State law allows up to 180 days (on a 4 to 1 ratio) to be contributed to the plan on behalf of a retiring employee. For retiring employees, "excess sick leave" is defined as sick leave days that accrue for an employee during the term of this contract.

Annual participation in the plan is limited to those employees who have accumulated at least 180 days of unused sick leave as of the effective date of this contract. To be eligible for annual participation in the

plan, employees must have accumulated at least 180 days of unused sick leave on the date this contract goes into effect. The terms of this VEBA agreement will be renewed every year **by the end of December** based on a vote of the eligible membership.

	
KSD	KEA
10/10/19	10/10/19
Date	Date

Kennewick School District Calendar (Updated 9/18/19)

2019 to 2020

Aug 2019				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

20 Professional Day
21 Professional Day
22 Professional Day
26 Professional Day

Sep 2019				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

2 No School (K-12) - Labor Day
3 First Day of School (Due To Strike)
11 Early Release (9-12)
20 No School (K-12) Professional Day/Focus On Instruction

Oct 2019				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

2 Early Release (9-12)
11 No School for Kindergarten

Nov 2019				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1 End of Q1 (6-12)
8 Early Release (K-5), End of 1st Trimester, Report Card Prep
11 No School (K-12) Veteran's Day
13 Early Release (6-12)
22 Early Release (K-8) Conferences
25 No School (K-8) Conferences
26 Early Release (K-8) Conferences
27 Early Release (K-12)
28-29 No School (K-12) Thanksgiving

Dec 2019				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

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

Jan 2020				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

1-3 No School (K-12) Winter Break
8 Early Release (9-12)
20 No School (K-12) MLK Jr. Day
24 Early Release (6-12), End of 1st Semester, Report Card Prep

Feb 2020				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

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

Mar 2020				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

4 Early Release (9-12)
6 Early Release (K-5), End of 2nd Trimester, Report Card Prep
12-13 Early Release (K-5) Conferences
25 Early Release (9-12)
27 End of Q3 (6-12)

Apr 2020				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

6-10 No School (K-12) Spring Break
16 No School (9-12)
Student Led Conferences
17 Early Release (9-12)
Student Led Conferences

May 2020				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

13 Early Release (9-12)
22 No School (K-12) Professional Day
25 No School (K-12) Memorial Day
29 Early Release (K-5)
Report Card Prep

Jun 2020				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

6 Graduation of Class of 2020
11 Last Day of School
Early Release (K-12)

Jul 2020				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Early Release Wednesdays

Every Wednesday is Early Release for K-8 students with the exception of Highlands and Park middle schools.

Make-Up Days Due To Inclement Weather

If school is cancelled due to weather, any days that are missed will be added to the end of the school year.

Curriculum Focus	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029-30	2030-31
<u>Health and Fitness</u>				Review/ Pre Planning	Evaluate & Adopt	Implement						
<u>K-5 ELA</u>					Review/Pre Planning	Evaluate & Adopt	Implement					
<u>6-12 Math</u>						Review/Pre Planning	Evaluate & Adopt	Implement				
<u>K-5 Math</u>							Review/Pre Planning	Evaluate & Adopt	Implement			
<u>K-12 Science</u>								Review/Pre Planning	Evaluate & Adopt K-12	Implement		
<u>6-12 Social Studies</u>	Implement								Review/Pre Planning	Evaluate & Adopt	Implement	
<u>K-5 Social Studies</u>	Implement									Review/Pre Planning	Evaluate & Adopt	Implement
<u>6-12 ELA</u>	Review/Pre Planning	Evaluate & Adopt	Implement								Review/Pre Planning	Evaluate & Adopt
<u>World Languages</u>		Review/Pre Planning	Evaluate & Adopt	Implement								Review/Pre Planning
<u>The Arts (Visual and Performing)</u>			Review/ Pre Planning	Evaluate & Adopt	Implement							