Terms
Certificated Bargaining Agreement

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 are the sole parties to this agreement.

This agreement was bargained in accordance with RCW 41.59, the Educational Employment Relations Act, and will remain in full force and effect from September 1, 2021, up to and including August 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 the Board will sign supplemental agreements, which will be affixed to and become a part of this agreement and subject to all its provisions.

The parties below sign and approve this agreement on August 19, 2021.

______________________________  ______________________________
Dawn Adams, President   Rob Woodford, President
KSD No. 17 Board of Directors   Kennewick Education Association

Bargaining Team
Dr. Traci Pierce
Dr. Doug Christensen
Becca Anderson
Jack Anderson
Toni Neidhold
Rob Phillips
Matt Scott

Bargaining Team
Sarah Ard
Mary Bauer
Adriana Chavez
Michele Farthing
Jim Gow
Brittany Haggard
Naomi Rogers
Melissa Schneider

Recorder: Patty Lord

Kennewick Education Association Ratified: ______________________________

Kennewick School Board Adopted: ______________________________
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Article I - Administration

Section 1: Exclusive Recognition

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

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

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.

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 will be binding on both parties.

Section 3: Conformity to Law

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

Section 4: Status of the Agreement

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

Section 5: Contract Compliance

All individual employee contracts will be subject to and consistent with Washington State Laws, Washington State Board of Education regulations, and the terms and conditions of this agreement. If any individual employee contract contains any language inconsistent with this agreement, this agreement during its duration will be controlling.
Section 6: Maintenance of Benefits

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

Section 7: Printing and Distribution of Agreement

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

Section 8: Management Rights

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

Section 9: Subcontracting

The Board will not subcontract work performed by members of the Bargaining Unit, as covered under the terms and conditions of this contract, without bargaining with the Association on the matter.
Article II - Business

Section 1: Payroll Deductions

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

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

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

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

**Section 3: Association Rights**

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

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

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

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

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

The District will provide the Association reasonable access to new employees of the Bargaining Unit for the purpose of presenting information about the Association to new employees. This will occur within 90 days of the employee’s start date.

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

For employees hired after the start of the school year, the Association President shall be informed of the name and location of all newly-hired employees within one (1) week of the employee’s start date. Within the first 90 days following this notice, a minimum of 30 minutes will be provided during the contract day, excluding lunch, for the Association to meet with the employee(s) to provide information 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. Paraeducators will only be used in these settings when under the direct supervision of an employee. New employees will receive support from the Peer Assistance and Resources (PAR) program. All work being performed by the Bargaining Unit will continue to be performed by the Bargaining Unit during the life of this 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 methodology. 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:

- Notice: forewarning of consequences of conduct.
- Reasonable Rule: related to the orderly, efficient and safe operation of the District.
- Investigation/Fair Investigation: a thorough, fair and objective investigation is conducted prior to
  administering discipline.
- Proof: ample evidence is obtained that the employee committed the offense.
- Equal Treatment: rules and penalties are applied consistently and without discrimination.

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

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

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

All information forming the basis of any charge will be made available to the employee in writing prior
to any investigatory meeting. All complaints concerning the employee, including the specific content of
the complaint, will be brought to the attention of the employee within 10 working days, except where
doing so would materially affect an ongoing investigation. The level of specificity is defined as the
alleged action of the employee and the corresponding policy/regulation that is alleged to have been
violated. All discipline will be conducted in private.
In an attempt to resolve problems at the lowest level, principals will encourage parties making a complaint to discuss the issues surrounding their complaint with the employees involved. The parties recognize there may be instances when a supervisor wants to inform an employee of a concern that may not rise to a level requiring formal discipline. In such cases, the District may issue to employees Letters of Direction, which give specific directives or reiterate the District’s rules or policies. Since the intent is only to inform the employee of specific concerns, such letters will not contain threats of future discipline. Letters of Direction shall not be considered disciplinary action and will only serve as evidence of notice for any future discipline.

**Electronic Surveillance**

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

The District will not use any audio, video, or other electronic surveillance in individual classrooms/work areas (excluding common areas used as classrooms, such as libraries and gymnasiums) without the prior knowledge and written approval of the employee. Electronic surveillance information may not be used as evidence of “Unsatisfactory” or “Basic” performance in the evaluation process.

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

**Section 4: Personnel Files**

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

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

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

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

Derogatory materials, except evaluations, will be removed from the employee's personnel and/or working file at his or her request two (2) years from the date of the circumstance(s) or event(s) 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 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 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) 30-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:

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

Instructional Framework

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 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:

<table>
<thead>
<tr>
<th>Score</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>08-14</td>
<td>“Unsatisfactory”</td>
</tr>
<tr>
<td>15-21</td>
<td>“Basic”</td>
</tr>
<tr>
<td>22-28</td>
<td>“Proficient”</td>
</tr>
<tr>
<td>29-32</td>
<td>“Distinguished”</td>
</tr>
</tbody>
</table>

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

- 05-12 Low
- 13-17 Average
- 18-20 High

4) The default definition of student growth will be more than 50% of the students meeting the goal. If a teacher receives a “Distinguished” summative score and a “Low” student growth score, he or she must be automatically moved to the 3 (“Proficient”) level for his or her summative score.

**A Low Student Growth Rating**

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

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

**Applicability**

This evaluation system only applies to classroom teachers, specifically staff with an assigned group of students who provide academically focused instruction and grades for students. Those employees not using the Focused or Comprehensive system shall be evaluated using the traditional long form, or whichever evaluation has been determined for their particular job.

**Professional Development**

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

**Procedural Components of Evaluation**

The building administrators, principal, and/or assistant principal(s) will be designated as the evaluator(s) for all employees assigned to the building. No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant State or Federal requirements. Each year, the District will provide the Association with evidence of the content and successful completion of this training by each individual serving as an observer or evaluator before any such individuals may participate in the evaluation process of Bargaining Unit members.
Prior to the completion of the evaluation report, the evaluator will make the required observations of the employee in a formal teaching setting. The time for at least one (1) of the observations will be predetermined by the evaluator and the employee. Unless consent is given by the teacher, any employee who has received a 1 or a 2 in any criteria in a previous observation shall not be observed on half-days, late start days, the day before winter or spring break, or on days of assembly or modified schedule. Each regular observation will be at least 30 minutes long. Only the bargained evaluation forms will be used.

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

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

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

**Comprehensive Evaluation**

A Comprehensive Evaluation will include evaluation of all eight State criteria. A teacher eligible for Focused Evaluations must complete a Comprehensive Evaluation once every six (6) years.

**Pre-Observation Conference**

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

**Formal Observations**

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

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

The observations will occur no later than 10 days after the pre-observation meeting.

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

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

The second formal observations will occur no sooner than six (6) weeks after the first formal observation and, ideally, in different semesters or trimesters so that reasonable time can be provided for continuing professional growth. The observation will occur no later than 10 working days after the pre-observation meeting.
The final formal observation shall occur prior to May 10, unless the teacher is on probation, when timelines under the “Probation” section must be followed.

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

**Informal Observations**

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

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

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

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

**Post-Observation Conference**

The post-observation conference between the evaluator and teacher will be held no later than 10 working days after the formal observation.

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

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

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

**Final Summative Evaluation Conference**

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

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

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

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

- Class size, in accordance with this contract
- Sufficient availability of supplies and equipment for the instructional program
• Adequate physical facilities and location to accommodate the learning environment, as
necessitated by the area of instruction being taught
• Preparation time for employees, in accordance with this contract
• Administrative support dealing with disciplinary problems, in accordance with this contract.
• 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.

**Comprehensive Evaluation Timeline**

A teacher will complete the self-assessment form and share it with the supervisor **no later than**
**September 30**.

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

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

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

The final observation will be completed by **May 10**.

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

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

**Focused Evaluation**

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

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

A summative score is assigned using the summative score from the most recent Comprehensive
Evaluation. This score becomes the Focused Summative Score for any of the subsequent years. Should a
teacher provide evidence of exemplary practice on a Focused Evaluation criterion, a level 4
(“Distinguished”) score may be awarded by the evaluator.

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

**Process for Focused Evaluation**

The teacher or the evaluator can initiate a move from the Focused Evaluation to the Comprehensive
Evaluation. A decision to move a teacher from a Focused Evaluation to a Comprehensive Evaluation must
occur **within the first 60 days of the school year**.
The criterion area to be evaluated shall be proposed by the teacher and mutually agreed upon by the evaluator during the goal-setting conference to be held no later than October 31.

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

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

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

**Informal Observations**

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

An evaluator may conduct any number of informal observations.

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

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

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

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

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

**Final Summative Evaluation Conference**

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

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

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

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

- class size, in accordance with this contract
- sufficient availability of supplies and equipment for the instructional program
- adequate physical facilities and location to accommodate the learning environment as necessitated by the area of instruction being taught
- preparation time for employees in accordance with this contract
- administrative support in dealing with disciplinary problems, in accordance with this contract
- 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 October 31.**

First formal observation, if appropriate, will be completed **by December 1.** The “observation” may be held during PLC meetings, 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 April 30.**

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

Final evaluation will be completed **by May 25 or prior to May 15** if the employee is to receive a score 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 10 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 his or her professional development. This may include: PAR assistance, District-provided trainings, coursework, various materials, and any assistance as may be provided by the Association.

In such cases that a teacher with more than five (5) years of experience receives a Summative Evaluation score below “Proficient,” the teacher must be formally observed **before October 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 the 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:

- A completed Comprehensive Evaluation conducted in accordance with Section IX above
• A specific and reasonable plan designed to assist the teacher in making satisfactory progress in improving his or her performance, including benchmarks defining desired performance and indicating it has been achieved
• A description of the assistance and services the District will provide to the teacher to improve his or her performance
• Periodic reports to the teacher of the evaluator's judgment on the teacher's progress toward remediating deficiencies
• Written notice to the Association and teacher prior to March 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 ensure professional rights and due process are maintained for the employee involved, ensure accurate assessment of the charges of deficient performance, outline available District resources, and clearly define and clarify the role of the District and the employee. If it becomes necessary to place an employee on probation, the action will be in accordance with the evaluation procedure contained in this contract.

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

• A clear definition of the problem in terms of instruction deficiency, as related to the evaluation criteria based on the framework. Once the areas of deficiency and the criteria for improvement have been established, they cannot be changed
• A clear and reasonable set of expectations delineating what levels of performance would constitute acceptable performance in the problem areas defined
A prescription for remediation that spells out courses of action and time expectations, so the employee involved can reach an acceptable level of performance.

A prescription for assistance by the principal that spells out courses of action whereby the employee will be assisted, counseled, and tutored in improving the level of performance to an acceptable level.

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 or 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 the 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 a contract under RCW 28A.405.300 or 28A.405.210.

In addition, as per RCW 28A.405.100, immediately following the completion of a probationary 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 10 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.
A 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 10 working days following receipt of said notice to
file any notice of appeal, as provided by statute.

**Evaluation Results**

Evaluation results shall be used:

- To acknowledge, recognize, and encourage excellence in professional performance.
- To document the level of performance by a teacher of his or her assigned duties.
- To identify specific areas in which the teacher may need improvement, according to the criteria
  included on the evaluation instrument.
- To document performance by a teacher judged “Unsatisfactory” based on the District evaluation
  criteria.

Human Resources and personnel decisions will be bargained when required.

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

"Grievance" will mean a written statement by a grievant that a controversy, dispute, or disagreement of
any kind or character exists arising out of the interpretation or application of the terms of this agreement
or out of an existing Board policy, administrative regulation, or condition that jeopardizes employee
health and safety.
"Days" will mean contracted workdays during the school year and weekdays during the summer. Any grievance actions carried over from the school year will be placed on the summer schedule by agreement between the Association and the District.

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

**Procedures and Steps**

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

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

**Step 1 - Immediate Supervisor**

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

**Step 2 - Appeal to Superintendent**

If the grievant(s) is/are not satisfied with the decision of the immediate supervisor at Step 1, the grievant may refer the grievance to the Superintendent within 10 days after the receipt of the decision prescribed herein, with a copy going to the grievant's immediate supervisor. The Superintendent will meet with the grievant(s) within 10 days after the grievance has been referred to him or her. Both the Superintendent and the grievant(s) may have other people present at the meeting who might contribute to an acceptable adjustment of the grievance.

The Superintendent will render a written decision concerning the grievance and any other adjustment within 10 days after the grievance has been heard. Copies of the decision by the Superintendent will be sent to the grievant, the grievant's immediate supervisor, and the Association President. The Superintendent's office will retain a copy.

**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 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 cost 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 or 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 or her right to challenge the discipline under applicable statute, said waiver to be in writing. In the event the employee waives his or her right to challenge proposed discipline through the statutory appeal process, and instead grieves the discipline through the Association to arbitration, the proposed discipline shall be held in abeyance until an adverse ruling is received from the arbitrator. Holding proposed discipline in abeyance does not prevent the employer from placing the employee on paid administrative leave until a ruling is received.

**Release Time**

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

**Section 8: Layoff and Recall**

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

Reductions will not be made without thorough review of programs and options available. The Board will notify the Association of the proposed layoff by May 15 and will provide to the Association a report of the financial situation, anticipated program changes, and needed staffing levels.
Certificated employees returning from leave must be rehired; however, these employees are subject to
the layoff and recall provision on the same basis as any other certificated employee. These
determinations are based upon seniority, as specified in the layoff and recall provision of the contract.
The term "layoff" means placing Bargaining Unit members on unemployed status due to economic
necessity.

Layoff Procedure

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

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

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

Ties in Seniority

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

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

2) Drawing lots defined as: the employee will place his or her name into a hat/drawing box and a
neutral party will draw a name. Date and time of drawing of lots will be communicated to all
affected employees.

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

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

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

Employment of substitutes will come from those certificated employees on layoff status, except in those
cases when no certificated employee is available and qualified for the position. There will be no
challenge to the unemployment compensation of any Bargaining Unit member on layoff status who
deployes casual substitute employment, except those individuals who have already been accepting
substitute employment.
Upon the request of an employee, the District will make provision for the continuance of an employee's participation in any District group insurance program. The employee will pay the entire premium to the District Payroll Office on a monthly basis, as required by the Payroll Office.

Evaluation Notation

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

Recall

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

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

Section 9: Assignment and Transfer

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

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

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

Definitions of Terms

“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 five (5) days of the Board’s approval of the retirement or resignation. The District and Association must agree to a delay of more than five (5) days on any posting.

“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.

“Reassignment” shall mean a change in an employee’s assignment other than a minor change (as defined above).
“Transfer” shall mean a change of an employee’s worksite which may or may not involve reassignment.

“Employee transfer/reassignment request” is one initiated by the employee for a change in assignment in the same building, or in a different building.

“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 it 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 five (5) years, he or she will be eligible to transfer into a similar position that includes the same or similar courses for high school credit, as agreed 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 the present, the date on the letter of intent to hire will be used.

2) Drawing lots defined as: the employee will place his or her name into a hat/drawing box and a neutral party will draw a name. Date and time of drawing of lots will be communicated to all affected employees.

**District Seniority List**

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

The District will provide requested information to the Association when issues arise from individual employees.
Internal Hiring Practices

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

In-building/In-District Placement Procedure

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

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

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

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

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

Teachers with a Summative Evaluation score of 1 or 2 are not eligible to transfer unless agreed upon by the District and Association.

Summer Vacation

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

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

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

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

Procedures for Opening a New School

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

- The proposed organizational plan of the school will be placed on file and sent to the Association prior to positions being posted in the Human Resources Department as per the Assistant Superintendent of Human Resources.

- The organizational plan shall set forth the number of positions at the new site together with required qualifications for each position.
A “Core Team” will be developed by the new building principal, the Assistant Superintendent of Human Resources, and the Association.

The “Core Team” members will be mutually agreed upon by representatives of the District and Association and will be appropriate to the level and size of the school being opened.

A written application will be developed by the principal, Assistant Superintendent of Human Resources or designee, the Association President and designee, thus allowing four (4) total.

Employees will be ranked and selected in order of qualifications, seniority and interest by a committee consisting of the principal; administrative representative; and two (2) Association representatives, to be appointed by the Association President.

The “Core Team” will receive per-diem rate of pay for any meetings scheduled by the principal outside of the work day.

The remainder of the positions for the new school will be posted by a mutually agreed-upon date and filled in accordance with provisions of this agreement used for all vacancies.

A set daily schedule, in compliance with the contract, that includes, but is not limited to, a prep rotation schedule, recess schedule, and lunch schedule will be provided to the teachers a minimum of seven (7) days prior to the first day of school.

Members of the new building will receive three (3) additional paid days for planning, preparations, and collaboration.

Vacancies for the Subsequent School Year

A principal will notify the Association and all building staff by e-mail of vacant positions for the subsequent school year within the building as soon as the positions are available for posting.

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

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

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

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

Teachers with a Summative Evaluation score of 1 or 2 are not eligible to transfer unless agreed upon by the District and Association.

Vacancies During the School Year

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.

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

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 e-mail in each building.

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

Employees applying for transfer/reassignment to a vacancy will be considered on the basis of 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: 10 hours at the greater of curriculum or per-diem rate for out-of-building transfers and 7.5 hours at the greater of curriculum or per-diem rate for in-building reassignment. For 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 if its existing building or back into its remodeled building, employees will be paid 15 hours at the greater of curriculum or per-diem rate for packing and moving preparations of their personal items only. Employees will not be required to pack District items and materials. Those 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 or his or her designee will place on file in the Human Resources Department the proposed staffing plan of the school, as soon as the plan is available. An organizational plan will be developed to determine the estimated positions at the new school, along with the qualifications of each position. The District and the
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, 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 WACs 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.

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

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

**Personal Injury**

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

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

**Hepatitis B Inoculations**

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

**Safety Issues**

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

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

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

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

**Copyrights and Patents**

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

**Section 11: Contracts, Workday, and Payment**

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

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

Employee contracts are defined below.

**Continuing Contracts**

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

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

Retire-Rehire

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

Teachers on Special Assignment (TOSAs)

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

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

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

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

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

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

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

**Length of Workday**

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

**Non-instructional Supervisory Duties**

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

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

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

1) Split shifts will not occur.
2) The employee's workday will be as written above, unless the need for building facilities warrants his or her preparation time be spent outside the school building, at which time other arrangements can be made, at the principal's discretion.

3) Librarians, counselors, elementary music employees, and elementary P.E. employees will work a regular school day, with the beginning time determined by the building principal.

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

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

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

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

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

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

All elementary staff will have planning time equal to a total of 275 minutes per week in a regularly scheduled five-day week, in increments of no less than 30 minutes, except for a 15-minute block of time attached to lunch during the student day for preparation time. The parties agree that individual buildings not already in compliance will form democratically-elected 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.

1) For teachers with a morning prep, time will be provided for a minimum 15-minute afternoon recess.
2) For teachers with an afternoon prep, time will be provided for a minimum 15-minute morning recess.
3) On the day the students receive no instruction from a specialist they will be able to attend both recesses (morning and afternoon).
4) Elementary schools will provide alternative schedules for two-hour delays to ensure teachers receive their proportional prep time.
5) 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.
6) Preparation/conference time will not be assigned or contracted to other duties, unless mutually agreed to by the employee and the employer.
7) New schedules must be in place no later than the first day of second trimester of the 2019-20 school year.

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.

Middle school site councils can vote to forego Early Release on Wednesday and adopt an eight-period schedule to increase collaboration time for educators and assist student performance in reading, writing, math, and problem solving.

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

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

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

The District may discontinue the eight-period schedule.

**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.

**High School “Freshman Only” First Day**

High schools have the option to offer a “Freshman Only” day on the first student day to orient freshmen to buildings and instructional programs.

It will be up to each individual school’s site council to determine whether to have a “Freshman Only” day.

A high school wanting a “Freshman Only” schedule will hold a building vote. The staff will be provided with information prior to the vote. The voted-on parameters will not be changed during the school year.

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

The District may cancel the “Freshman Only” day.

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

In-building Substitute Coverage

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

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

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

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

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

Release from Contract

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

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

Section 12: Salaries

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

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

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

Official transcripts must be turned in to the Human Resources Department by September 15 or within 45 calendar days of hire, whichever is later, in order to be counted for salary schedule advancement for the school year. The only exception will be for classes taken the previous summer. If official transcripts are not available, grade slips or written verification from the educational institution may be substituted.

Official transcripts must be filed by the first working day following winter break. Failure to provide the transcript as required may result in pay being withheld until the transcript(s) is/are filed with the Human Resources 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:

- 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.
- 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.
- 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
- 3.75 consecutive hours for employees to work individually in their buildings preparing their classrooms for the school year.
- 7.5 hours for District professional development activities.
- 3.75 hours for attendance at one (1) Open House session.
3.75 hours for employees to independently complete SafeSchools modules.

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

**Salary Stipend**

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

**Payment**

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

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

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

In order to maintain a balanced caseload, Special Services teachers will not exceed 30 IEPs on a caseload. The District will make every effort to keep caseload sizes down.

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

<table>
<thead>
<tr>
<th># of Assigned IEPs</th>
<th># of Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>31-35</td>
<td>48.75</td>
</tr>
<tr>
<td>36-40</td>
<td>52.5</td>
</tr>
<tr>
<td>41-45</td>
<td>56.25</td>
</tr>
<tr>
<td>46-50</td>
<td>60</td>
</tr>
<tr>
<td>51-55</td>
<td>63.75</td>
</tr>
<tr>
<td>56+</td>
<td>67.5</td>
</tr>
</tbody>
</table>

**IEP Service Delivery**

Special Education services outlined in individual IEPs will begin on the first day of school and continue through the last day of school. Services may not be suspended for State- and District-level assessments.

**Assignment of Special Education Paraeducators**

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

**IEP Transition Meetings**

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

**Psychologists**

Days beyond 180 will be paid at an employee’s per-diem rate. Psychologists will receive 10 extra days (75 hours). This time may be spent preparing before the school year (verification of eligibility, meetings,
etc.) and finishing the school year. Some of these hours will be dedicated to ensuring students who
transfer in during the summer have completed verifications of eligibility so services are not delayed.
This time will be submitted on monthly timecards.

The District will provide to school psychologists a maximum of 60 hours for work that cannot be
completed during the normal workday paid at the per-diem rate. This time will be submitted on monthly
timecards.

**Speech and Language Pathologists**

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

The District will pay or reimburse professional fees for ASHA memberships.

**Occupational Therapists/Physical Therapists**

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

**Vision and Bilingual Education Assessment Specialists**

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

**Special Education Educators and Itinerants**

In consultation with building administration, staff may be released from attendance at building/District
professional development days not directly related to their job functions except days or portions of days
used for building business, and will have individual or collaborative time to review student files/IEPs,
plan appropriate programs and/or placements or perform related duties.

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

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

**Secondary Counselors**

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

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

**Elementary Counselors**

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

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

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

**Bilingual Teachers**

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

**Section 13: Additional Responsibilities**

**Division Chairperson Stipends**

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

```
Art
Career and Technical Education – three (3) representatives
Counseling
Health & Fitness
Language Arts
Library
Mathematics
Music/Performing Arts
Science
Social Studies
Special Services
World Languages
One Position (to be determined by each building)
```

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

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

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

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

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

Each elementary school has the option to receive 10 stipends of 1% of the employee base. It will be up to each individual school’s site council to determine the schedule and structure of the 10 stipends.

An elementary school wanting to receive 10 stipends of 1% will hold a building vote. The staff will be provided with information prior to the vote. The voted-on parameters will not be changed during the school year.

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

The District may override the building’s decision to change the stipend structure.

**Curriculum Rate**

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

**Additional Responsibility Schedule**

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

**Teacher in Charge**

A Teacher in Charge is a designated, certificated employee at secondary schools that have one (1) 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.

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

**High School Advisory**

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

Advisory will not be subject to observations or evaluations.

**Middle School Advisory**

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

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

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

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

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

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

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

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

**Academic Excellence**

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

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

Only employees can receive contracts for academic excellence contracts.

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

**Supplemental Contracts**

**Co-curricular Activities**

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

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

**Section 14: Insurance Benefits**

Insurance benefits will be provided according to SEBB policies.

**Health Care Allotments**

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

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

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

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

Required (100% covered premium)
- Dental Vision
- Long Term Disability
- Accidental Death and Dismemberment

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 determined by SEBB.

The District will provide access to an Employee Assistance Program (EAP) at no cost to the employee. Voluntary non-SEBB programs are available to employees but are not funded from the amount provided by the District.

The District and Association will determine the required and non-SEBB voluntary plans, which may not be implemented without written agreement of the District and Association. A list of the programs eligible for payroll deduction is available at the District Payroll office.

Enrollment Period

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

Termination of Benefits

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

An employee may request a June 30 separation date for retirement purposes. The District will notify the employee a June 30 resignation will end his or her eligibility and coverage for July and August.

When resignation or termination takes place during a school year, the employee’s SEBB benefits will continue to the last day of the month in which resignation or termination occurs.

Sharing Health Care Contributions

SEBB does not allow for dual coverage.

Spouses or domestic partners who are both employees of the District may choose to enroll for medical coverage under one SEBB account, to include medical and required benefits for dependents. However, each employee must register for dental, vision, and other required benefits under his or her own SEBB account.

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 2018-19. Each eligible employee must complete an enrollment form online through VEBA to become a plan participant and be eligible for benefits.

Beginning in the 2020-21 school year, the District will make an annual contribution to each employee’s VEBA account totaling $390,000, divided by full-time FTE. Organization and management of the plan will be subject to the agreement of the District and Association. A copy of the Memorandum of Understanding between the District and Association to organize and manage this plan is in the Appendix of this contract. Employees must vote annually to adopt this plan.

VEBA Sick Leave Conversion Medical Reimbursement Plan

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

In accordance with the statute, contributions on behalf of each eligible employee will be based on the conversion value of sick leave credits the employee has accumulated at the time of his or her retirement or separation from the District.

As per statute, all eligible employees will be required to sign and submit to 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 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 accrued for an employee during the term of this contract.

**Section 15: Leaves**

**Leave Request Process**

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

**Sick Leave**

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

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

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

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

**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 his or her contractual paid leave benefits before using leave provided by State or Federal family leave laws.
An employee may choose to run sick leave benefits consecutive to State and Federal leave laws.

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

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

**Sick Leave Cash-out**

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

At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate will receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) days of accrued sick leave for illness or injury. 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 for qualified employees to make written application for donated leave and a form for qualified employees to donate sick leave.

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

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

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

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

- An employee using donated leave will receive his or her usual pay and benefits.
- Except for the procedures in the third bullet above, the donor will be required to execute a waiver to ask for the return of his or her donated leave.
- The District and the Association will each designate one (1) person to review requests for donated leave.
- Contributions of sick leave will be voluntary, and donors’ and non-donors’ names will be confidential.

Maternity Leave

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

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

If the paid days are exhausted, the employee will be eligible for shared leave. If the shared leave is exhausted, the employee will receive unpaid leave through the applicable State and Federal leave laws. The benefits will be covered for the period of any applicable State or Federal leave. The District’s portion of insurance premiums will be covered for the period of any applicable State or Federal leave. If sick leave has been exhausted, the employee will be eligible for shared leave.

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

Parental Leave

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

Adoption Leave

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

Employees returning from adoption leave at the beginning of the subsequent school year will be placed in their former positions. An adopting parent may use sick leave and/or personal leave during the benefit periods in accordance with applicable State and Federal leave laws, when his or her sick leave and/or personal leave is exhausted, he or she will be eligible for shared leave. If shared leave is exhausted, employees will use unpaid leave, at their discretion, in accordance with applicable State and Federal leave laws. More unpaid leave may be granted if circumstances require 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 will be automatically cashed out at the employee’s per-diem rate at the end of each school year unless the employee notifies the District of his or her intent to bank the unused days. When an employee chooses to bank days, remaining days that would exceed the banking limit shall be automatically cashed out at the employee’s per-diem rate. Employees who bank personal leave must fill out a District form each year.

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

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

Jury Duty and Subpoena Leave

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

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

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

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

**Political Leave**

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

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

**Leaves for Professional Meetings and Travel**

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

**Association Leave**

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

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

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

The Association President will be considered a full-time employee of the District and will be under full contract with full benefits. Leave for the Association President does not fall under the two-year time limit for other leaves.

The Association President will be released from regular duties for Association business 100 percent of the time. The Association will reimburse the District for 100 percent of the Association President's salary, benefits, and retirement. The retirement portion will conform to the rules of the Washington State Employee Retirement System.
Upon completion of his or her term, the Association President will have the option to return to the same position held, or a position that was applied for and secured, before taking the position as Association President.

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

**Section 16: Calendar, Work Year**

**Elementary and High School Calendars**

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

**Report Card Preparation**

*Kindergarten through Grade 5*

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

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

*Grade 6 through Grade 12*

Final examinations for 9-12 will be given the last three (3) days of each semester. On the second day of finals, students will be released at 12:20 p.m. Teachers will use the time in a self-directed manner to complete activities including, but not limited to, the following: complete grading/entering student work, remediate with students, and prepare for the next term.

On the last day of the semester, students in grades 9-12 will be released at 10:30 a.m. This time will be used by teachers in a self-directed manner to complete activities as those listed above.

Middle school students will be released at 10:40 a.m. on the last day of each semester.

Grades for all secondary students will be due **three (3) working days following the end of each quarter** and **the third weekday after the final day of school**.

**Conference Days**

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

**Kindergarten Conferencing**

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

**WaKIDS**

One Friday in October will be designated a non-workday for kindergarteners so kindergarten classroom teachers can enter data into the State kindergarten system.

Each kindergarten classroom teacher will have two (2) workdays with substitute teachers available to use in full- or half-workday increments to complete observations and/or gather data, score, and input
student information. These workdays must be prearranged and taken on a Tuesday, Wednesday, or Thursday.

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

**K through Grade 5 Conferencing**

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

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

**Grade 6 through Grade 8 conferencing**

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

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

**Grade 9 through Grade 12 conferencing**

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

**Early Release**

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

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

**Section 17: Emergency School Closure and Delayed Opening**

If it becomes necessary to close schools because of weather or emergency situations, the District will initiate its notification process by 6:00 a.m. If school has begun for the day and early dismissal is required, employees will be dismissed immediately following students. No employee will be required to report for work on a day when student attendance in the building has been suspended for emergency reasons. In cases of delayed openings, employees will be required to report for work no earlier than 30 minutes prior to the planned arrival of students. If makeup days are required, the District and the Association will mutually agree upon the dates. No employee will be subjected to loss of pay or benefits due to non-attendance on days when schools have been closed for emergency reasons. If there is a two-hour delay on a high school half-day early release day, the early release will be moved to the following Wednesday. If there is a three-hour delay on an elementary and middle school early release Wednesday, the early release will be cancelled and school will dismiss at regular time.
Article IV - 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 in 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:

- survey District/employee needs
- make District professional development recommendations
- help develop and guide professional development courses
- coordinate the annual District professional development conference
- support building professional development coordinators in their work at the building level
- coordinate and share with staff any District professional development opportunities
- provide input to District and Association bargaining teams in issues related to staff development
- 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. People 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 curriculum 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, 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:

• provide training to building staff on the Instructional Framework
• annually survey the needs of staff in the building
• develop a building plan and program to address the identified needs
• coordinate the professional development funds to support the building plan
• communicate District-level professional development to staff and/or site council
• 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 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 within the District will have the opportunity to discuss other options with the supervisor in an effort to meet the professional development needs of the employee.
Section 2: Peer Assistance and Resources (PAR)

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

The PAR Program has two (2) major roles:

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

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

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

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

Peer Assistance and Resources Panel (PAR Panel)

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

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

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

Consulting Peer Educators (CPEs)

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

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

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

**CPE Selection Criteria**

Criteria for selection of CPEs include the following:

- is a current employee in the District on a continuing contract with a minimum of five (5) years’ total teaching experience, with at least three (3) years in the District
- demonstrates outstanding classroom teaching ability
- demonstrates talent in written and oral communications
- demonstrates the ability to work cooperatively and effectively with professional staff members
- has extensive knowledge of a variety of classroom management and instructional techniques
- has the documented support of colleagues and his or her building principal
- has the ability to provide and model expectations of high standards of professional practice while demonstrating compassion for the person

**CPE Selection Process**

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

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

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

- a written recommendation from his or her building principal or immediate supervisor
- recommendations from two (2) other employees from his or her building or program
- a recommendation from the senior building representative

The PAR Panel will review received applications and identify those employees who have met the application requirements. The panel will select CPE(s) from the group of applicants using a process established by the Panel. All applications and references will be treated with strict confidentiality.

Applicants who are not accepted as CPEs will be notified.

**CPE Length of Assignment**

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

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

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

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

**Return of CPE to the Classroom**

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

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

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

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

**CPE Compensation**

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

**CPE Caseloads**

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

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

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

**Induction Classes and National Board Classes**

During the year that a new, eligible, District teacher receives services from the PAR Program, he or she will also be eligible to participate in the District’s Induction class. Employees who attend induction
The District will provide clock hours for employees who attend the Induction class.

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

**Intervention and Assistance Plan**

This component of the PAR Program is intended to assist “Provisional” employees with their teaching performance.

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

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

**Self-referral**

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

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

**Confidentiality**

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

**Problems Not Referred to the PAR Program**

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

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

Section 3: Payment for Service on District Committees

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

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

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

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

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

Building curriculum committees will meet as needed. Minutes will be recorded at each meeting and will 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
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 Committee for Evaluations

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

Staff Response Team

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

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 assigned or involved in new instructional data management programs in the District. Training will be made available to employees prior to implementation of the programs.
Tuition Reimbursement

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

- for employees taking college-level courses through an accredited college that is working towards a degree or endorsement
- to retrain and/or help recertify employees whose departments have declining enrollment, or employees who need assistance to recertify
- for those employees assigned outside their endorsement(s)
- for credits earned in an accredited master’s degree program
- pursuing National Board Certification (up to $1,000)

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

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.

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

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

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

Teachers who choose to teach more than three (3) distinct preps as part of their assignment are exempt from this section.
Placement of IEP and 504 Students

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

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

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

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

Special Education Program 21 Inclusion Funds

The District will allocate $25 per identified IEP student (excluding students receiving only motor or speech and language services) per school year to provide materials to the general education classroom employee(s) to support the inclusion of IEP students, for use with those IEP students.

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

Dual Language

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

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

Team-taught Classes

In a Team-taught Class, all instructional responsibilities are equally divided between a regular education employee and a Special Services employee. This includes, but is not limited to, teaching, planning for 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, these days may be used outside of 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 Tier III educators who are required to complete State alternative assessments (WA-AIM), one (1) additional workday may be taken as release time. The employee may receive one (1) day of pay at per-diem rate in lieu of the release time.

**Case Management (Managing Additional Caseloads)**

When a Special Education position is unable to be filled with a certified Special Education 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 paraeducators for medications and medical procedures to be delegated, complete State-mandated all-staff trainings for life-threatening health conditions, work on Individual Health Plans, call parents and doctors as needed, set up medications, attend 504 meetings, get life-threatening health alerts out to staff, and update and complete immunizations.
For the 2021-22 school year only, nurses will receive an additional two and one-half (2½) days of compensation at their per-diem rate to deal with issues over Covid-19 that will arise in buildings following students’ return to full-time school. This time will be submitted on monthly timecards.

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.

Paraeducator 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 the November 1 count), the nurse will receive an additional 7.5 hours of per-diem pay for every additional 100 enrolled students or fraction thereof.

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

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

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

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

Grade 2 and 3 classes will not exceed 26 students per class. In the event a class exceeds 26, provisions for overload will take effect.
Grade 4 and 5 classes will not exceed 27 students per class. In the event a class exceeds 27, provisions for overload will take effect.

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

One-way Dual Language classes will have the following class size limits:

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

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

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

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

**Elementary Specialists**

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

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

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

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

<table>
<thead>
<tr>
<th>Length of Specialist minutes per class</th>
<th>Overload Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td>$1.75</td>
</tr>
<tr>
<td>35</td>
<td>$2.04</td>
</tr>
<tr>
<td>40</td>
<td>$2.33</td>
</tr>
<tr>
<td>45</td>
<td>$2.63</td>
</tr>
<tr>
<td>50</td>
<td>$2.92</td>
</tr>
<tr>
<td>55</td>
<td>$3.21</td>
</tr>
<tr>
<td>60</td>
<td>$3.50</td>
</tr>
</tbody>
</table>

**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:

<table>
<thead>
<tr>
<th>Total regular classes taught per day</th>
<th>Maximum number of students</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>30</td>
</tr>
</tbody>
</table>
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.

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

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

<table>
<thead>
<tr>
<th>Total regular classes taught per day</th>
<th>Maximum number of students</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>30</td>
</tr>
<tr>
<td>2</td>
<td>56</td>
</tr>
<tr>
<td>3</td>
<td>84</td>
</tr>
<tr>
<td>4</td>
<td>112</td>
</tr>
<tr>
<td>5</td>
<td>140</td>
</tr>
<tr>
<td>6</td>
<td>168</td>
</tr>
<tr>
<td>7</td>
<td>196</td>
</tr>
</tbody>
</table>
In high school fitness classes, using the day overload calculation, employees will not exceed the maximum number of physical education classes taught per day.

<table>
<thead>
<tr>
<th>Total regular classes taught per day</th>
<th>Maximum number of students</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>32</td>
</tr>
<tr>
<td>2</td>
<td>64</td>
</tr>
<tr>
<td>3</td>
<td>96</td>
</tr>
<tr>
<td>4</td>
<td>128</td>
</tr>
<tr>
<td>5</td>
<td>160</td>
</tr>
<tr>
<td>6</td>
<td>192</td>
</tr>
<tr>
<td>7</td>
<td>224</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

Calculating Overload for Special Services

Special Services personnel will have the following workload:

**Elementary, K-5**

A maximum of 30 IEP students per full-time Special Services employee. At least 6.0 hours per day of paraeducator time will be provided and directed by the Special Services teacher. In addition, at the elementary level, when the number of IEPs on an employee’s caseload exceeds 30, the employee will choose overload pay or additional overload paraeducator hours. When the number of students with IEPs on an employee’s caseload exceeds 45, the employee will choose additional overload payment and additional overload paraeducator hours, or a .5 Special Services employee will be hired. Additional paraeducator time will be prorated with each .5 employee hired.
Middle School 6-8
A maximum of 60 student periods per day of six (6) class periods, with a maximum of 12 students in any individual classroom. At least 6.0 hours per day of paraeducator time will be provided and directed by the Special Services teacher.

High School 9-12
A maximum of 55 student periods per day of five (5) class periods, with a maximum of 12 students in any individual classroom. At least 6.0 hours per day of paraeducator time will be provided and directed by the Special Services teacher.

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

District Special Services Programs

Preschool
A maximum of eight (8) students per half-workday session, plus at least 25 hours per week of paraeducator time. When a session size exceeds eight (8), the employee will choose overload pay or adding additional hours of overload paraeducator time. The caseload limit for preschool classroom teachers is 21 students. When the caseload exceeds this limit the employee will receive overload pay at the weekly rate. If an employee exceeds both the per-session and caseload limit, the employee may choose to receive either the weekly or per-session overload.

Preschool Structured 1 Autism Beginning Communication (PECS) Classroom
A maximum of eight (8) students per half-day session, plus at least 75 hours per week of paraeducator time. When a session size exceeds eight (8), the classroom teacher will choose overload pay or adding additional hours of overload paraeducator time. The caseload limit for preschool classroom teachers is 21 students. When the caseload exceeds this limit the classroom teacher will receive overload pay at the weekly rate. If a classroom teacher exceeds both the per-session and caseload limit, he or she may choose either the weekly or per-session overload.

Preschool Structured 2 Autism Beginning Communication (PECS) Classroom
A maximum of eight (8) students per half-day session, plus at least 50 hours per week of paraeducator time. When a session size exceeds eight (8), the classroom teacher will choose overload pay or adding additional hours of overload paraeducator time. The caseload limit for preschool classroom teachers is 21 students. When the caseload exceeds this limit the classroom teacher will receive overload pay at the weekly rate. If a classroom teacher exceeds both the per-session and caseload limit, he or she may choose either the weekly or per-session overload.

Autism Self-Contained (Tier III)
A maximum of eight (8) students, plus at least 12 hours per workday of paraeducator time. When the class size reaches nine (9) students, the employee will choose overload pay or adding a six-hour program needs paraeducator. When the class size reaches ten (10) students, the employee will choose additional overload pay or adding an additional six (6) hour paraeducator.

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

<table>
<thead>
<tr>
<th>Number of Students / Caseload</th>
<th>Number of Classroom Paraeducators</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 or below</td>
<td>2 paraeducators</td>
</tr>
</tbody>
</table>
If the classroom is projected to start the school year with nine (9) or more students and is staffed according to contract language, the Director of Special Education will ask the classroom teacher if he or she would like to choose additional paraeducator time beginning the first school day or wait until the ninth day to begin receiving overload pay if no paraeducator is requested. If the paraeducator time is requested, the paraeducator will be in the classroom as long as the class remains in overload.

**Tier II Autism and Behavior Programs**

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

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

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

**Lifeskills (Tier III)**

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

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

<table>
<thead>
<tr>
<th>Number of Students / Caseload</th>
<th>Number of Classroom Paraeducators</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 or below</td>
<td>1 paraeducator</td>
</tr>
<tr>
<td>9</td>
<td>2 paraeducators or overload pay</td>
</tr>
<tr>
<td>10</td>
<td>3 paraeducators or overload pay</td>
</tr>
<tr>
<td>11 &amp; 12</td>
<td>overload pay</td>
</tr>
<tr>
<td>13</td>
<td>4 paraeducators or overload pay</td>
</tr>
</tbody>
</table>
If the classroom is projected to start the school year with nine (9) or more students and is staffed according to contract language, the Director of Special Education will ask the classroom teacher if he or she would like to choose additional paraeducator time beginning the first school day, or wait until the ninth day to begin receiving overload pay if no paraeducator is requested. If the paraeducator time is requested, the paraeducator will be in the classroom as long as the class remains in overload.

**CET Program**

A maximum of 12 students with 18 hours of paraeducator time. When class size exceeds 12 students, the classroom teacher will choose overload pay or adding a six-hour program needs paraeducator. For every student over 13, the classroom teacher will receive overload pay.

If the class size exceeds 16 students, the classroom teacher, principal, and Director of Special Services will jointly decide whether to provide an additional six-hour paraeducator or continue with overload pay.

**One-on-One Paraeducators**

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

**Licensed Practical Nurses (LPN)**

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

**Structured Learning Classroom (Elementary)**

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

**Occupational/Physical Therapists**

A maximum of 40 students, plus at least six (6) hours per day of paraeducator time.

**Speech and Language Pathologists**

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

**School Psychologists**

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

In the event it becomes necessary to assign coverage of additional students and/or schools to the caseload of an existing school psychologist(s) due to position vacancy or temporary leave, the District shall compensate this additional caseload by paying for time worked at per-diem rate. The additional
time worked outside of the regular contract day will be reported by the employee and approved by their supervisor. It is understood that payment for work completed is intended to provide compensation for any work necessary to carry out the responsibilities of the school psychologist at that additional school site.

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

**Special Education Paraeducator Substitute Coverage**

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

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

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

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

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

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

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

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

**Overload Compensation (Except Special Services)**

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

1) Employees may be employed in addition to those provided for by the Basic Education Act.
2) Students may be transferred.
3) A paraeducator may be assigned, at the option of the employee. However, when paraeducator time is used, that time will consist of at least one-half per classroom at the elementary level, or 50 minutes per period of overload at the secondary level. Paraeducator time will be generated outside existing programs.
4) An employee may elect to receive compensation in lieu of aide time. Employees electing compensation will be paid from the first day of overload at the following rates:
   - Elementary - $17.50 per student per student day,
   - Secondary - $3.50 per student per class period.
5) For online learning classes, an employee will receive compensation at $3.50 per each additional 0.2 FTE student enrollment.
The District may make downward adjustments in existing overloads at any time, including overloads being remedied under option 3 and 4.

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

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

**Overload Compensation for Special Services**

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

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

A Special Services employee who elects to receive compensation in lieu of paraeducator time will be paid as follows:

**Elementary (K-5)**
- Resource Program employees $3.50 / student day

**Secondary (6-12)**
- Resource Program employees $3.50 / student hour or $3.50 / student day

**District Special Services Programs**
- Preschool $8.75 / session or $35.00 / student week caseload limit
- Autism $17.50 / student day
- Tier II $17.50 / student day
- Lifeskills $17.50 / student day
- Structured Learning $17.50 / student day
- Occupational/Physical Therapists $17.50 / student week
- Speech & Language Pathologists $17.50 / student week

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

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

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

**Section 6: Employee Participation**

Board Policy and Curriculum Development
Before adoption of any Board policy, the Association will be given an opportunity to determine if items being considered are within the scope of bargaining, i.e., related to wages, hours, and terms and conditions of work. On matters not relating to wages, hours, and terms and conditions of work, the District will continue its cooperative efforts to solicit the participation of employees in the development and improvement of instructional programs.

**Building Budget Committee**

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

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

**Student Behavior Committee**

Each building site will have a student behavior committee that meets as needed and publishes a report about their meeting.

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

The principal and staff select representatives on the student behavior committee. A democratic process will be used to select Bargaining Unit representatives to the student behavior committee. This committee will be paid.

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

**Student Assistance**

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

**Section 7: Student Discipline**

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

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

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

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

Parents of any student so removed from class will be notified as soon as possible by the
employee/principal, giving details on the removal and the incidents which caused the removal.
The principal or the employee can request a conference to discuss a student’s behavior with the student’s
parent or guardian.

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

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

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

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

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

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

Section 8: Site-based Decision Making

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

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

1) The Board, the administration, and the Association must sign the terms and conditions established
   in the anchor agreements.
2) All schools should try to establish chartered (with bylaws and/or covenants) site councils
   approved by 70% or more of the employees who vote on the proposed charter.
3) A democratic process will be used to select the employees of the site council.
4) The District and Association will agree to the terms and conditions of any variance procedure.
5) The parameters of shared decision making by site councils will be limited to those areas that
6) The District and Association will participate in and support the District Site Council Committee.

7) Funding for chartered and District-approved site councils at each building will be as follows:
   - elementary schools - $3,000;
   - middle schools – $5,000;
   - high schools - $7,000;
   - Special Services - $3,000;
   - Tri-Tech Skills Center – $1,500;
   - Juvenile Justice Center - $1,000;
   - Phoenix - $1,000;
   - Keewaydin Discovery Center - $1,000.
   This funding must be used to support the wage and benefit costs of members of the Bargaining Unit covered under this CBA for their work on the building site council, to be used at the discretion of the Bargaining Unit members on the site council.

**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 September 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 the 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
Abbreviations
Comprehensive Classroom Teacher Evaluation Form (4 Pages)
Focused Teacher Evaluation Form
Certificated Staff Evaluation Form A
Certificated Support Personnel Form A-1
Librarian Evaluation Form A-2
Counselor Evaluation Form A-3
VEBA (Monthly Deduction) Form
Salary Schedules
Calendar
Index
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:
  • An employee during the first three (3) years of employment by the District or the first two (2) years where the Superintendent may make a determination to remove an employee from “Provisional” status after the second year, in accordance with the RCW/WAC guidelines.
  • An employee who has previously completed at least two (2) years of certificated employment in another school District in the state, during the first year of employment by the District.
“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.
Abbreviations

ADA – Americans with Disabilities Act
ASHA – American Speech-Language-Hearing Association
CET – Community Employment and Transition
CBA – Collective Bargaining Agreement
CPE – Consulting Peer Educator
CTE – Career and Technical Education
FTE – Full-Time Equivalent
IEP – Individualized Education Plan
KEA – Kennewick Education Association
KSD – Kennewick School District
MOU – Memorandum Of Understanding
NEA-PAC – National Education Association Political Action Committee
OSPI – Washington Office of Superintendent of Public Instruction
PAR – Peer Assistance and Resources
PECS – Picture Exchange Communication System
PLC – Personal Learning Community
RCW – Revised Code of Washington
SPED – Special Education
TOSA – Teacher On Special Assignment
TPEP - Teacher/Principal Evaluation Program
WAC – Washington Administrative Code
WEA-PAC – Washington Education Association Political Action Committee
# Classroom Teacher Evaluation

**Employee:**

**Building/Program:**

**Evaluator:**

**School Year:**

**Dates of observations:**

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<tr>
<td>2. Instruction: Demonstrating effective teaching practices</td>
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<td>3. Differentiation: Recognizing individual student learning needs and developing strategies to address those needs.</td>
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<td>4. Content Knowledge: Providing clear and intentional focus on subject matter content and curriculum.</td>
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<td>5. Learning Environment: Fostering and managing a safe, positive learning environment.</td>
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<td>6. Assessment: Using multiple student data elements to modify instruction and improve student learning.</td>
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**Evaluator comments:**

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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: [Signature]

Administrator: [Signature]

Date: [Date]

Fill in shaded areas only
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Rationale/Evidence:

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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.

   1. Plans instruction to achieve teacher selected objective
   2. Delivers instruction toward teacher specified learner objectives
   3. Monitors students progress and makes appropriate adjustments

   Comments: ___________________________

   Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

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.

   1. Organizes for routine detail
   2. Creates a positive classroom climate
   3. Maintains accurate records

   Comments: ___________________________

   Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

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.

   1. Establishes and maintains order and discipline in the classroom
   2. Encourages students to develop courtesy, self-control, respect and responsibility

   Comments: ___________________________

   Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

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.

   1. Demonstrates an interest in teaching and working with pupils

   Comments: ___________________________

   Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

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.

   1. Selects and implements instructional methods appropriate to the pupils taught and learning outcomes desired
   2. Uses principles of learning as a basis for the design of learning experiences

   Comments: ___________________________

   Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

VI. Knowledge of Subject Matter

   1. Possesses academic background appropriate to the assigned grade level or subject
   2. Demonstrates an interest in the subject

   Comments: ___________________________

   Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

VII. Efforts Toward Improvement When Needed

   1. Sets goals for improvement
   2. Demonstrates willingness to improve

   Comments: ___________________________

   Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

Date: ___________________________ Teacher: ___________________________
Date: ___________________________ Administrator: ___________________________

bj/cj 901

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.

1. Demonstrates understanding of the basic principles of human growth and development.
2. Demonstrates awareness of the law as it relates to areas of specialization.
3. Relates and applies knowledge, research findings, and theory deriving from the development of a program of services.

Comments: 

II. Specialized Instructional Skills: The specialist demonstrates competency (skill & knowledge) in designing and conducting specialized programs of prevention, instruction, remediation or evaluation.

1. Designs and conducts a program providing specific and unique services within the individual’s specific discipline.
2. Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student.
3. Demonstrates ability to administer assessment procedures or supervise those who will administer assessment procedures.
4. Demonstrates ability to assist teachers & administrators in integrating specialized information into the curricular program.
5. Understands his/her specialized role, functions within its confines, and makes referrals where appropriate.
6. Demonstrates ability to communicate through clear, prompt, & accurate reports.

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.

1. Selects or recommends materials, equipment, or evaluation tools appropriate to student needs.
2. Demonstrates the use & an understanding of the limitations and restrictions of devices, materials & procedures.
3. Organizes, circulates, maintains & evaluates appropriate materials & information.
4. Effectively manages student behavior & activities within the specialized environment.

Comments: 

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

1. Demonstrates awareness of responsibilities to students, parents, & other educational personnel.
2. Demonstrates an interest in students & a positive attitude in working with students, staff, administration & parents.

Comments: 

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

1. Consults with other staff, school personnel & parents, concerning the development, coordination, and/or extension of services to those with special needs.
2. Interprets characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communications.

Comments: 

VI. Efforts Toward Improvement When Needed

1. Sets goals for improvement.
2. Demonstrates willingness to improve.

Comments: 

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

Employee: _______________________________ Date: ________________

Evaluator: _______________________________ Date: ________________
LIBRARIAN EVALUATION CRITERIA

I. Knowledge, Preparation, and Scholarship in Special Fields: 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.

<table>
<thead>
<tr>
<th>Satisfactory</th>
<th>Unsatisfactory/Not Observed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Demonstrates understanding of the basic principles of human growth and development.</td>
<td>☐ ☐ ☐</td>
</tr>
<tr>
<td>2. Demonstrates awareness of the law as it relates to areas of specialization.</td>
<td>☐ ☐ ☐</td>
</tr>
<tr>
<td>3. Relates and applies knowledge, research findings, and theory deriving from the individual’s specific discipline to the development of a program of services.</td>
<td>☐ ☐ ☐</td>
</tr>
</tbody>
</table>

Comments: ____________________________

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

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

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.

<table>
<thead>
<tr>
<th>Satisfactory</th>
<th>Unsatisfactory/Not Observed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Selects print and non-print material appropriate to the needs of students and staff.</td>
<td>☐ ☐ ☐</td>
</tr>
<tr>
<td>2. Organizes, circulates, maintains, and evaluates the library media collection.</td>
<td>☐ ☐ ☐</td>
</tr>
<tr>
<td>3. Instructs and supervises the library staff.</td>
<td>☐ ☐ ☐</td>
</tr>
<tr>
<td>4. Prepares and maintains a budget and delivers prompt and accurate reports.</td>
<td>☐ ☐ ☐</td>
</tr>
</tbody>
</table>

Comments: ____________________________

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

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

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.

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

Comments: ____________________________

VI. Efforts Toward Improvement When Needed

<table>
<thead>
<tr>
<th>Satisfactory</th>
<th>Unsatisfactory/Not Observed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Sets goals for improvement.</td>
<td>☐ ☐ ☐</td>
</tr>
<tr>
<td>2. Demonstrates willingness to improve.</td>
<td>☐ ☐ ☐</td>
</tr>
</tbody>
</table>

Comments: ____________________________

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

Employee: ____________________________ Date: ____________

Evaluator: ____________________________ Date: ____________

Kernsich School District
Form: A-2

bpg 9/01
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.

1. Demonstrates understanding of the basic principles of human growth and development.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

2. Demonstrates awareness of the law as it relates to areas of specialization.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

3. Relates and applies knowledge, research findings, and theory deriving from the individual's specific discipline to the development of a program of services.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

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.

1. Designs and conducts a program providing specific and unique instruction and services appropriate to student needs.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

2. Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

3. Demonstrates ability to administer assessment procedures or organize and prepare those who will administer assessment procedures.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

4. Demonstrates ability to assist teachers and administrators in interpreting and integrating specialized information.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

5. Understands his/her specialized role, functions within its confines.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

6. Demonstrates ability to communicate through clear, prompt and accurate reports.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

7. Demonstrates awareness of professional and community resources and makes appropriate referrals.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

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.

1. Selects or recommends materials, equipment, or evaluation tools appropriate to student needs.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

2. Demonstrates the use and an understanding of the limitations and restrictions of tests, devices, materials, and procedures.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

3. Organizes, circulates materials, and evaluates appropriate material and information.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

4. Prepares budget and orders materials.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

5. Effectively manages student behavior and activities within the specialized environment.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

Comments: __________________________________________

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

1. Demonstrates awareness of responsibilities to students, parents, and other educational personnel.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

2. Demonstrates commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

3. Demonstrates an interest in students and in working with students, staff, administrators, and parents.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

4. Accepts and incorporates criticism and praise to develop professionally.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

5. Demonstrates adaptability and accepts new ideas and methods.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

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.

1. Consults with other staff, school personnel and parents concerning the development, coordination, and/or extension of services to those with special needs.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

2. Interprets characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communication.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

Comments: __________________________________________

VI. Efforts Toward Improvement When Needed

1. Sets goals for improvement.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

2. Demonstrates willingness to improve.  

Satisfactory ☐ Unsatisfactory ☐ Not Observed ☐

Comments: __________________________________________

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

Employee: ____________________________ Date: ____________________________

Evaluator: ____________________________ Date: ____________________________

bjej 9/01
VEBA Plan
Memorandum of Understanding

Between
Kennewick School District and Kennewick Education Association

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

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

MONTHLY CONTRIBUTIONS

[ ] Mandatory Employee Contributions: The District and the Group agree that the Group's compensation package will be charged such that eligible employees shall receive additional benefits in the form of VEBA Plan contributions equal to [Amount] which shall be calculated and contributed on a monthly basis and the employees' salary shall be reduced in an equal amount. Such contributions shall be made on behalf of all group employees defined as eligible and shall be considered and referred to as employer contributions.

[ ] Unused State Allocated Employee Benefit Dollars: Eligibility for contributions on a monthly basis is limited to employees with unused state allocated employee benefit dollars to their credit after the pooling process has been completed in accordance with RCW 28A.400.270 and 28A.400.280. To be eligible during the term of the Plan, an employee must have unused state allocated employee benefit dollars during the term of this agreement.

LEAVE CASH-OUT CONTRIBUTIONS

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

[ ] Personal Leave Contributions: Eligibility for contributions is limited to employees who have accumulated [Days] days of unused personal leave. To be eligible, an employee must have unused personal leave cash-out rights during the term of this agreement.

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

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

NOTE: All leave cash-out contributions on behalf of each eligible employee shall be based on the cash-out value of leave days or hours accrued by such employee available for contribution in accordance with statute and District policy or procedure. For sick leave cash-outs, it is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with RCW 28A.400.210. If an employee eligible for such sick leave contribution fails to sign and submit such agreement to the District, the District will not make sick leave cash-out contributions to the Plan at any time during the term of this agreement, and any and all excess sick leave which, in the absence of this agreement, would accrue to such employee during the term thereof shall be forfeited together with all cash rights that pertain to such excess sick leave.

[ ] Other Contributions (Please specify the employee eligibility and current formula for determining the contribution):

The term of this agreement shall be from January 1, 2021 to December 31, 2021.

Signed for the Kennewick Education Association

Signed for the Kennewick School District

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

[2] The language in this model agreement assumes the term shall coincide with the employee group’s contract year (i.e. September 1 to August 31).
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Balances for:
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- BA+135/MA+45 18+ Years: $2,301
- MA+90/DOC 16/17 Years: $4,838
- MA+90/DOC 18 Years: $6,877
### KEA 2021-22

#### 1.5% Stipend (2021-22 Year School Year)

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Kennewick School District Calendar | 2021-2022

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- 24 - Staff Professional Day
- 25 - Staff Professional Day
- 26 - Staff Professional Day (AM only)
- 30 - Staff Professional Day
- 31 - Staff Welcome Back Event & Professional Day

### September 2021

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1 - First Day of School  
6 - No School (K-12) - Labor Day  
15 - Early Release (9-12)  
24 - No School (K-12) Staff Professional Day (Focus on Instruction)

### October 2021

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6 - Early Release (9-12)  
8 - Mid-Trimester (K-5)  
15 - No School for Kindergarten Students  
22 - No School (K-12) Staff Professional Day

### November 2021

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3 - Early Release (9-12)  
5 - End of 1st Quarter (6-12)  
11 - No School (K-12) Veteran's Day  
12 - Early Release (K-5) Report Card Prep  
19 - End of 1st Trimester, Early Release (K-8) Conferences  
22 - No School (K-8) Conferences  
23 - Early Release (K-8) Conferences  
24 - Early Release (K-12)  
25-26 - No School (K-12) Thanksgiving

### December 2021

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8 - Early Release (9-12)  
20-31 - No School (K-12) Winter Break

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12 - Early Release (9-12)  
17 - No School (K-12) MLK Jr. Day  
21 - Mid-Trimester (K-5)  
28-29 - High School Finals  
28 - End of 1st Semester - Early Release (6-12)

### February 2022

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9 - Early Release (9-12)  
21 - No School (K-12) Presidents’ Day

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2 - Early Release (9-12)  
11 - Early Release (K-5), End of 2nd Trimester, Report Card Prep  
14 - No School K-12 Snow Make-up Day  
17-18 - Early Release (K-5) Conferences  
30 - Early Release (9-12)

### April 2022

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1 - End of 3rd Quarter (6-12)  
4-8 - No School (K-12) Spring Break  
21 - No School (9-12) Student Conferences  
22 - Early Release (9-12) Student Conferences  
29 - Mid-Trimester (K-5)

### May 2022

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11 - Early Release (9-12)  
27 - No School K-12 Snow Make-up Day  
30 - No School (K-12) Memorial Day

### June 2022

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3 - Early Release (K-5) Report Card Prep  
21 - Graduation - Class of 2022  
23-25 - High School Finals  
30 - Early Release (K-12) - Last Day of School

### July 2022

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Early Release Wednesdays - Every Wednesday is Early Release for K-8 students except for Highlands and Park middle schools.  
Snow Make-Up Days - March 14 and May 27 are scheduled snow make-up days if needed. Any other make-up days will be added to the end of the school year.
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