



**Kennewick Education
Association (KEA)
And
Kennewick School
District (KSD)**

**COLLECTIVE BARGAINING
AGREEMENT**

2022-26

Terms

Certificated Bargaining Agreement

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

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

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

The parties below sign and approve this agreement on _____, 2022.

Michael Conners, President

KSD No. 17 Board of Directors

Bargaining Team

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

Rob Woodford, President

Kennewick Education Association

Bargaining Team

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

Kennewick Education Association Ratified: ***May 20, 2022***

Kennewick School Board Adopted: ***May 25, 2022***

Table of Contents

Article I – Administration... pages 1-2

- Section 1: Exclusive Recognition – 1
- Section 2: Viability of Signed Agreements – 1
- Section 3: Conformity to Law – 1
- Section 4: Status of the Agreement – 1
- Section 5: Contract Compliance – 1
- Section 6: Maintenance of Benefits – 2
- Section 7: Printing and Distribution of Agreement – 2
- Section 8: Management Rights – 2
- Section 9: Subcontracting – 2

Article II – Business... pages 3-4

- Section 1: Payroll Deductions – 3
- Section 2: Other Deductions – 3
- Section 3: Association Rights – 4

Article III – Personnel... pages 5-27

- Section 1: Employment of Certificated Employees – 5
- Section 2: Academic Freedom – 5
- Section 3: Certificated Employee Rights – 6
- Section 4: Personnel Files – 8
- Section 5: Employee Protection – 9
- Section 6: Contracts, Workday, and Payment – 11
- Section 7: Salaries – 17
- Section 8: Additional Responsibilities – 20
- Section 9: Insurance Benefits – 22
- Section 10: Calendar, Work Year – 25
- Section 11: Emergency School Closure and Delayed Opening – 26

Article IV – Assignment and Transfer... pages 28-32

Article V – Reduction In Force... pages 33-34

Article VI – Leaves... pages 35-40

Article VII – Instruction... pages 41-60

- Section 1: Professional Development – 41
- Section 2: Peer Assistance and Resources (PAR) – 42
- Section 3: Payment for Service on District Committees – 47
- Section 4: Employee Workload – 49
- Section 5: Overload for General Education – 51
- Section 6: Overload Compensation – 56
- Section 7: Employee Participation – 56
- Section 8: Student Discipline – 57
- Section 9: Site-Based Decision Making – 58
- Section 10: Contract Waivers – 59

Article VIII – Special Education... pages 61-72

- Section 1: Special Education Employees and Itinerants – 61
- Section 2: Individualized Education Plans (IEPs) – 61
- Section 3: Special Education Paraeducators and LPNs – 62
- Section 4: District Special Education Itinerants – 63
- Section 5: District Special Education Programs – 66
- Section 6: Calculating Overload for Resource Rooms – 69
- Section 7: Special Education/Regular Education Classrooms – 69
- Section 8: Calculating Overload for Regular Education/ Special Education Team-taught Classes in Middle Schools – 70
- Section 9: Overload Compensation for Special Education Classes – 70
- Section 10: Case Management – 71
- Section 11: Task Forces and Committees – 72

Article IX – Evaluation... pages 73-83

- Section 1: Definitions – 73
- Section 2: State Criteria, Framework, and Scoring – 74
- Section 3: Comprehensive Evaluation – 76
- Section 4: Focused Evaluation – 78
- Section 5: Support for Employees Whose Evaluations are Basic or Unsatisfactory – 80
- Section 6: Probationary Procedures – 81

Article X – Grievance Procedure... pages 84-86

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 CBA coverage, as defined in **Article III, Section 6**. Representation will exclude the following:

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

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

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

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

Section 2: Viability of Signed Agreements

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

Section 3: Conformity to Law

This CBA will be governed and construed according to the Constitution and laws of the State of Washington. If any provision of this CBA, or any application of this CBA to any employee or groups of 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 CBA will continue in full force and effect.

Section 4: Status of the Agreement

This CBA 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 CBA 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 CBA. If any individual employee contract contains any language inconsistent with this CBA, this CBA during its duration will be controlling.

40 **Section 6: Maintenance of Benefits**

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

45 **Section 7: Printing and Distribution of Agreement**

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

50 **Section 8: Management Rights**

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

54 **Section 9: Subcontracting**

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

Article II - Business

57

58 **Section 1: Payroll Deductions**

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

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

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

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

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

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

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

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

87 **Section 2: Other Deductions**

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

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

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

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

99 **Section 3: Association Rights**

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

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

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

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

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

116 The District will provide the Association reasonable access to new employees of the bargaining unit to
117 present information about the Association to new employees. This will occur **within 90 days of the**
118 **employee's start date.**

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

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

Article III - Personnel

Section 1: Employment of Certificated Employees

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

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

New employees will receive support from the Peer Assistance and Resources (PAR) program.

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

Section 2: Academic Freedom

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

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

- commitment to support the Constitution of the United States
- concern for the welfare, growth, and development of children
- insistence on objective scholarship

Adherence to District-authorized courses of study, Board-adopted curriculum, and applicable learning standards.

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

Methodology and style of teaching will not be restricted provided it is effective and appropriate to the level and/or subject being taught. Employees will choose instructional methods, strategies, technology, and supplemental and enrichment materials to deliver District-adopted curriculum.

Nothing in this language is intended to prevent a discussion between a principal and an employee about specific teaching methodologies. If the employee is rated Proficient or rated Distinguished in the summative evaluation, he or she will not be mandated to adopt the methodologies discussed.

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

A free interchange of ideas leading to clearer understandings at the maturity level of students must be expected as part of effective teaching. Challenges concerning educational materials based on suitability will immediately be brought to the attention of the employee(s).

The lodging of a complaint will not cause the suspension of a District-adopted course and/or its content without the consent of the affected employee(s), in accordance with the applicable District Policy.

170 Employees will have the right to defend challenged methods or materials with their administrator(s).
171 Supplemental or enrichment materials used to augment adopted curriculum will only be suspended after
172 a thorough review and consultation with the affected employee(s) and building and/or district
173 administrator(s). Administration will provide appropriate guidance and support to employees, based on
174 the facts, when processing complaints regarding appropriate teaching methods and/or materials.

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

177 **Section 3: Certificated Employee Rights**

178 **Individual Rights**

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

190 **Right to Join and Support Association**

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

195 **Right to Due Process**

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

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

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

- 204 • Notice: forewarning of consequences of conduct
- 205 • Reasonable Rule: related to the orderly, efficient and safe operation of the District
- 206 • Investigation/Fair Investigation: a thorough, fair and objective investigation is conducted **prior to**
207 **administering discipline**
- 208 • Proof: ample evidence is obtained that the employee committed the offense
- 209 • Equal Treatment: rules and penalties are applied consistently and without discrimination
- 210 • Penalty: The degree of discipline is reasonably related to the seriousness of the offense and considers
211 the employee's record of service with the District

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

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

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

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

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

233 Classroom Visitation

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

236 To ensure the least interruption to the teaching and learning process, the following guidelines will be
237 followed:

- 238 • At least 24-hour prior notice will be given for all visits, unless the employee agrees to an earlier
239 visit.
- 240 • Visitors are required to state the purpose of their visit to building administrator or employee.
- 241 • The administrator and employee will set the length and time of the visit.
- 242 • Visits will not occur when testing or other scheduled activities might be disrupted by the
243 presence of visitors.
- 244 • Visitors will not be allowed to make audio or video recordings **during the visit** without the
245 consent of the employee.
- 246 • The employee will have the opportunity to confer with the visitor and/or an administrator before
247 and/or after the visit.
- 248 • The visit will be immediately concluded, and the visitors will be asked to leave, if the visitors are
249 disruptive to the educational process.
- 250 • An administrator will be available to assist **during the visit**, and the employee may request an
251 administrator accompany the visitor.
- 252 • Information a visitor shares with building or District administration will be shared with the
253 employee in a timely manner.
- 254 • All visitors are expected to maintain appropriate conduct when visiting Kennewick schools.
255 Inappropriate conduct by a visitor will result in exclusion and loss of visitation privileges.
256 Disputes about limiting visits will be handled in accordance with District policy.

257 **Electronic Recordings**

258 The District and the Association recognize the necessity of the use of video or other electronic
259 recordings in common areas for safety and security purposes and recognize the need to balance safety
260 and security concerns with employees' reasonable expectation of a fair level of privacy in the
261 workplace.

262 The District will not use audio, video, or other electronic surveillance in individual classrooms or work
263 areas – excluding common areas used as classrooms, like libraries and gymnasiums – without the prior
264 knowledge and written approval of the employee.

265 Electronic surveillance information may not be used as evidence of Unsatisfactory or Basic performance
266 in the evaluation process.

267 No administrator or District employee will use electronic surveillance recordings with the intent to
268 identify potential misconduct of employees. Information obtained from surveillance cameras will not be
269 used as a basis for disciplinary action, except to verify or contradict a specific, credible allegation. If,
270 when viewing video for legitimate purposes, a District administrator finds policy violations or criminal
271 behavior, the District may use the video to address the situation.

272 The District will take proper steps to ensure students do not make audio or video recordings or take
273 photographs of employees without the employee's knowledge and consent. The District will take
274 appropriate disciplinary action with students, in accordance with harassment, cyber bullying, or other
275 applicable District policies.

276 **Section 4: Personnel Files**

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

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

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

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

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

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

301 **Section 5: Employee Protection**

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

308 **Threats to an Employee**

309 Threats of injury or death to employees, including substitutes, will be investigated. An employee who is
310 threatened by any person or group while carrying out assigned duties will immediately notify his or her
311 supervisor, or be notified by the supervisor if the employee is not already aware of the situation. The
312 supervisor will notify the Superintendent and Assistant Superintendent of Secondary or Elementary
313 Education. The employee or supervisor will have the option of notifying the police.

314 Building administration will take immediate steps, with the cooperation of the employee, to provide for
315 the employee's safety. Building administration will report precautionary measures for the employee's
316 safety to the Assistant Superintendent of Secondary or Elementary Education, and/or Superintendent at
317 the earliest possible time.

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

- 319 1) identify the nature of the threat
- 320 2) make every attempt to identify the person making the threat
- 321 3) if appropriate, lock down the classroom, or other rooms, involved, and, if necessary, lock down the
322 school
- 323 4) if possible and/or practical, not remove, erase, destroy, or clean any evidence **prior to contacting the**
324 **police and/or a School Resource Officer (SRO)** and following their direction
- 325 5) take appropriate steps to provide for the safety of the employee, in consultation with the employee,
326 the District, Association leadership, and the police, if necessary
- 327 6) ask for the employee's input with regard to any disciplinary action taken against the student(s)
328 involved
- 329 7) assist an employee who wishes to file a complaint and/or a restraining order
- 330 8) remain in contact with the employee to offer assistance and support

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

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

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

342 If necessary, the District will notify law enforcement agencies about activities perpetrated against an
343 employee and seek enforcement of pertinent laws and pertinent provisions of the WACs and RCWs.

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

345 If a student makes a threat to the life of another student, building administrators will notify the staff of
346 the threat and intervention steps taken.

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

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

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

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

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

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

366 Property Damage

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

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

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

380 Personal Injury

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

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

392 Hepatitis B Inoculations

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

398 Building Safety Committees

399 In accordance with **WAC 296-800-130**, the District will ensure there are effective safety committees at
400 each building with 11 or more employees and either safety committees or monthly safety meetings at
401 buildings with fewer than 11 employees. Building safety meetings may be part of staff meetings.

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

404 Copyrights and Patents

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

409 **Section 6: Contracts, Workday, and Payment**

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

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

416 Employee contracts are defined below.

417 Continuing Contracts

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

421 Non-continuing Contracts

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

427 Retire/Rehire

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

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

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

434 CPEs are considered TOSAs but are not subject to the provisions in this section. CPEs' roles are defined
435 in the Peer Assistance and Resources section in this CBA.

436 An employee accepting a position posted as a TOSA will be on leave from his or her building
437 assignment for one year. At the end of the first year, a TOSA and/or his or her supervising administrator
438 can decide to return the TOSA to his or her original position and building.

439 TOSA positions created in conjunction with other school districts will continue for the duration of the
440 agreement with the other districts.

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

443 TOSAs are selected for hire based on required and preferred qualifications. In-building candidates are
444 given first consideration. When the joint committee decides more than one candidate are equally
445 qualified, in-District seniority is the deciding factor.

446 TOSAs selected to work in buildings outside the District administration building will receive specific
447 job descriptions. A TOSA will not participate in, or contribute to, the evaluation of an employee.

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

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

452 **Substitute Employees**

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

454 ***Sporadic Days***

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

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

458 ***1-20 consecutive days in the same assignment***

459 Employees receive substitute pay.

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

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

463 ***Days 91-Beyond***

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

466 ***630 Hours worked and beyond***

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

469 Substitute employees have no other coverage under this CBA.

470 **Job Sharing**

471 Two District employees may share a 1.0 FTE contract.

472 **Copies of Contract**

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

475 **Payment**

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

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

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

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

488 **Length of Contract**

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

493 **Length of Workday**

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

499 **Preparation Time**

500 The minimum scheduled teaching time (exclusive of relief time, inclusive of break time) will be five (5)
501 hours daily. An exception to this is secondary resource employees with approved alternative schedules
502 to gather student data, progress monitoring, providing direct instruction to students in and for general
503 education classrooms, providing direct instruction to students who require SDI not met in the classroom,
504 periodic IEP-related testing, direct assistance and guidance to general education employees for
505 instructional adaptations and modifications, and periodic communication with other staff and parents
506 about students on their caseloads. Approval will consider school readiness and will not impact staffing,
507 resources, or overload.

508 Adjustment of the school day for primary students may be made **during the school year** to
509 accommodate student needs, when jointly arranged by staff and administration.

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

512 Reasonable time will be allowed **during the workday** for employees to attend to personal needs,
513 including blocks of time before and after school that can be used, as necessary, for staff meetings, IEP
514 meetings, and/or to communicate with administrators, parents, and students and perform other duties.

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

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

520 All preschool and elementary employees will have planning time equal to a total of 275 minutes per
521 week in a regularly scheduled five-day week, in increments of no less than 30 minutes, except for a 15-
522 minute block of time attached to lunch **during the student day** for preparation time. The parties agree
523 individual buildings not already in compliance will form democratically-elected committees of
524 employees and principals to create a schedule provides recess, separate from the lunch recess, as
525 outlined below.

- 526 • For employees with a morning prep, time will be provided for a minimum 15-minute afternoon
527 recess.
- 528 • For employees with an afternoon prep, time will be provided for a minimum 15-minute morning
529 recess.
- 530 • On the day elementary students receive no instruction from a specialist they will be able to attend
531 both recesses (morning and afternoon).
- 532 • Elementary schools will provide alternative schedules for two-hour delays to ensure employees
533 receive their proportional prep time.
- 534 • An employee teaching at the secondary level will be provided at least one (1) instructional period a
535 day **during the regular student day**. Changes in the current length of preparation time will be
536 addressed by the District and the Association.
- 537 • Preparation time will not be reassigned to other duties, unless agreed to by the employee and the
538 employer.

539 Preparation time is intended to provide time for employees to plan lessons, assess student work, and
540 prepare instructional materials. The Association recognizes the rights and needs of administration to
541 occasionally meet with employees during this time, and doing so, does not constitute a violation of the
542 CBA. Employees will not be required to meet with their administrator(s) or others on a regular, ongoing
543 basis **during the preparation time**.

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

548 **Non-instructional Supervisory Duties**

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

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

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

- 559 • Split shifts will not occur.
- 560 • The employee's workday will be as written above, unless the need for building facilities warrants his
561 or her preparation time be spent outside the school building, at which time other arrangements can be
562 made, at the principal's discretion.
- 563 • Librarians, counselors, elementary music, elementary technology, elementary exploratory, and
564 elementary P.E. employees will work a regular school day, with the beginning time determined by
565 the building principal.

566 Early Release Days

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

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

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

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

575 If there are concerns about the misuse of early release days, employees are encouraged to discuss these
576 issues with principals and Association building representatives. If issues can't be resolved, District and
577 Association representatives will facilitate a meeting to discuss the issues.

578 In consultation with his or her principal, an employee may spend part of each early release day without a
579 PLC - or, intermittently, an entire day - completing work related to instruction.

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

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

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

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

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

593 The District may discontinue the eight-period schedule.

594 High School Early Release

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

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

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

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

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

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

608 The District may cancel the Freshman Only day.

609 **Meetings (Other than Early Release)**

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

615 A building committee will be compensated at the curriculum rate for time spent outside the contract day
616 at the meeting and additional work resulting from the meetings, unless otherwise stated in this CBA.
617 This does not include PLC meetings, provided the PLCs are teacher-directed and take place during
618 contract hours.

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

622 **In-building Substitute Coverage**

623 Every attempt will be made by the building principal to provide substitute employees for absent
624 employees. Building administrators are discouraged from splitting classes between or among employees
625 in a building when a substitute employee is not available to cover a class.

626 All employees asked to cover classes during their preparation periods will receive pay at their per-diem
627 rate or the curriculum rate, whichever is higher.

628 At the elementary level, if a substitute is not available, building principals will provide substitute relief
629 including, but not limited to, coverage of the class by an employee who is not assigned to a classroom.
630 Requests to employees to cover classes will be made on a rotating and equitable basis, to the extent
631 possible. An employee who covers a classroom will receive one-half hour per-diem pay for each half
632 day he or she covers a class.

633 When double shifting, preparation time may be outside the student day.

634 **Release from Contract**

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

- 637 • A letter of resignation must be submitted to the Superintendent's office.
- 638 • A release from contract, **prior to July 1**, will be granted, provided a letter of resignation is submitted
639 **prior to that date**.
- 640 • A release from contract will be granted **after July 1**, provided a satisfactory replacement can be

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

644 **Section 7: Salaries**

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

646 Under the rules of OSPI, employees will be allowed full credit for previous experience. Likewise, all

647 employees will be given full credit for all academic and in-service credits recognized by OSPI for salary

648 placement. Years of experience will be calculated to the nearest 10th for persons who have been

649 employed for less than 180 days in any 12-month period.

650 Military service that interrupts an employee's teaching will be considered the same as teaching

651 experience, to the maximum allowed under OSPI rules.

652 Official transcripts must be turned in to the Human Resources Department **by September 15 or within**

653 **45 calendar days of hire**, whichever is later, to be counted for salary schedule advancement for the

654 school year. The only exception will be for classes taken the previous summer. If official transcripts are

655 not available, grade slips or written verification from the educational institution may be substituted.

656 Official transcripts must be filed **by the first working day following winter break**. Failure to provide

657 the transcript as required may result in pay being withheld until the transcript(s) is/are filed with the

658 Human Resources Department. If official transcripts are unavailable for any reason, the employee will

659 contact the university registrar or previous employer for written verification of the problem. That

660 verification can be put in the employee's file in place of the documentation until the documentation

661 arrives, with no delay in compensation to the employee. Salary adjustments due to additional credits will

662 be made **on the October payroll**.

663 Credits earned after the baccalaureate degree will be counted toward salary schedule advancement, as

664 per rules and regulations of OSPI.

665 Days worked beyond the 180 contract workdays will be paid by supplemental contract, at the individual

666 employee's daily rate of pay.

667 State-approved in-service credits (clock hours) will be counted as college credit for salary schedule

668 purposes, at the rate of 10 clock hours for each credit.

669 ESA employees will be allowed full service credit for previous non-school experience, as long as the

670 previous experience is directly related to their current assignment and the previous experience required

671 the same degree and/or certification levels as their current assignment. The calculation for years of

672 experience for occupational therapists, speech-language pathologists, audiologists, nurses, social

673 workers, counselors, and psychologists will be: one (1) year of non-school service will count as one (1)

674 year of experience for purposes of salary advancement.

675 **Career and Technical Education Employee Salary**

676 Non-degree Career and Technical Education employees who are initially employed and who have met

677 the requirements for OSPI Career and Technical Education certification will be placed in accordance to

678 OSPI instructions for the S275 report up to BA+90/MA, unless they have completed a master's degree

679 equivalent, as per **WAC 392-121-270 (3)**, and can be placed BA+90/MA.

680 **Inflationary Salary Increases**

681 Salary increases, at a minimum, will include the state inflationary index percentage provided by the

682 Legislature (currently identified as the Implicit Price Deflator, or IPD) and will be applied to the salary

683 schedule yearly. Salary increases will be effective **on the September pay warrant**.

684 **Mandatory Days**

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

686 22.5 hours for three mandatory employee workdays *

- 687 • 3.75 hours District-directed time for State professional development requirements and 3.75 hours for
688 employee-directed team time
- 689 • 7.5 hours of building-directed time
- 690 • 3.75 District-directed time on the final mandatory day **prior to the start of school for Welcome**
691 **Back activities**, and 3.75 hours for mandatory safety training. (This is non-contract time for
692 employees who complete mandatory safety training **prior to this day**.)

693 * Employees who miss a mandatory day will be required to use the appropriate leave.

694 **Optional Hours**

695 Thirty optional hours will be available to each employee as extra time paid at the employee's per-diem
696 rate for work performed for the following purposes:

- 697 1. 7.5 hours employee-directed time to prepare for the opening of school. (This work may be completed
698 **at any time in August prior to the first required employee workday**.)
- 699 2. 22.5 hours for three optional days **during the school year**
- 700 • 7.5 hours for a District- or building-directed Professional Development Day
- 701 • 3.75 hours District-directed time for State professional development requirements and 3.75 for
702 building-directed activities
- 703 • 7.5 hours for Focus on Instruction

704 When a day is divided in half between District-led activities and employees working in classrooms, the
705 30-minute lunch period will be shared between the District time and the employee work time.

706 Employees who encounter conflicts like a funeral for, or a wedding of, a family member on optional
707 days may arrange alternate activities with their immediate supervisor after providing written evidence of
708 the event.

709 **Mandatory Safety Training**

710 The District requires all certificated employees to complete mandatory safety training **prior to the first**
711 **day of school with students**.

712 A certificated employee who does not complete mandatory safety training **prior to the first day of**
713 **school with students** will not be allowed to report to work and will not receive pay until he or she
714 completes the mandatory safety training.

715 Certificated employees hired after the beginning of a school year must complete mandatory safety
716 training **within one month of their date of hire** or they will not be allowed to report to work and will
717 not receive pay.

718 Employees will choose the location, District or otherwise, where they will take the training.

719 Employees who do not fully complete mandatory safety training **prior to the final District**
720 **Professional Development Day in August** will be required to complete the training at their work
721 location **during the last half of the final Professional Development Day in August**.

722 **The last half of the final Professional Development Day in August** will be non-work time for
723 employees who complete mandatory safety training **prior to that day**.

724 **Focus on Instruction**

725 All bargaining unit members who organize classes for the Focus on Instruction Professional
726 Development Day will be compensated at their per-diem rate by the District based on the length of the
727 class in the published schedule.

728 **Payment**

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

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

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

733 **Secondary Counselors**

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

737 All counselors may access an additional 7.5 hours of per-diem pay to work on 504 plans associated with
738 Individual Health Plans. Counselors need to obtain prior approval from their immediate supervisor to
739 access these hours. Additionally, counselors may also request to be released from one (1) Professional
740 Development Day **prior to the start of school** to complete 504 plans associated with Individual Health
741 Plans.

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

743 **Elementary Counselors**

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

747 All counselors may access an additional 7.5 hours of per-diem pay to work on 504 plans associated with
748 Individual Health Plans. Counselors need to obtain prior approval from their immediate supervisor to
749 access these hours. Additionally, counselors may also request to be released from one (1) Professional
750 Development Day **prior to the start of school** to complete 504 plans associated with Individual Health
751 Plans.

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

753 **Counseling Task Force**

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

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

760 The purpose of the Task Force is to prepare for the staged implementation of provisions of Substitute
761 Senate Bill 5030: Developing Comprehensive School Counseling Programs. The Task Force will
762 discuss:

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

- 766 • plans to properly apply ASCA standards for school counselors
- 767 • management of 504 plans
- 768 • the impact of incorporating Multi-Tiered System of Support (MTSS)
- 769 • plans to promote consistency in data collection
- 770 • plans to manage mental health issues for students

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

773 ***Bilingual Educators***

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

777 **Section 8: Additional Responsibilities**

778 **Department Chair/Team Leader Stipends**

779 Department Chair positions will be established at Kamiakin High School, Kennewick High School, and
780 Southridge High School. Typically, these positions will be:

- 781 Art
- 782 Career and Technical Education – three (3) representatives
- 783 Counseling
- 784 Health & Fitness
- 785 Language Arts
- 786 Library
- 787 Mathematics
- 788 Music/Performing Arts
- 789 Science
- 790 Social Studies
- 791 Special Education
- 792 World Languages
- 793 One Position (to be determined by each building)

794 Phoenix High School and Legacy High School will have a Team Leader position at a ratio of one (1)
795 Team Leader for every five (5) certificated employees. No building will have less than one (1) Team
796 Leader position. For purposes of this section, Legacy High School includes Legacy High School,
797 Endeavor High School, the Juvenile Justice Center, the CATS program, Day Reporting, Reach, and
798 other programs administered by Legacy High School leadership.

799 A Department Chair will receive a stipend of 3% of his or her employee’s salary.

800 Site councils at the high schools will determine the configuration of the 15 Division Chair positions,
801 with the concurrence of the principal.

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

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

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

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

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

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

816 Curriculum Rate

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

819 Additional Responsibility Schedule

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

825 Educator in Charge

826 At Phoenix High School and Keewaydin Discovery Center, a certificated educator will be designated as
827 the Educator in Charge and paid a stipend at a rate of .075 x the base salary on the Kennewick School
828 District Salary Schedule.

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

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

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

836 Middle School Advisory

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

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

847 There will be a certificated advisory leader at each grade level who will develop curriculum, supply
848 lesson plans, and distribute necessary materials for each advisory class. Each advisory grade leader will

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

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

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

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

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

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

860 **Academic Excellence**

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

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

867 Only employees can receive contracts for academic excellence contracts.

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

870 **Supplemental Contracts**

871 ***Co-curricular Activities***

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

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

877 **Section 9: Insurance Benefits**

878 Insurance benefits will be provided according to SEBB policies.

879 **Health Care Allotments**

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

882 **Eligibility**

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

- 887 • Benefits will carry over, uninterrupted, from one school year to the next if the employee was
888 eligible in the previous year and meets SEBB eligibility in the new year.

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

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

902 **Programs**

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

905 ***Required (100% covered premium)***

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

909 ***Voluntary***

- 910 SEBB Medical Plans

911 **Other Benefits**

912 Flexible spending arrangement, health savings accounts, dependent care assistance, and other voluntary
 913 employee-paid SEBB programs will be available to employees under terms determined by SEBB.

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

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

920 **Enrollment Period**

921 Enrollment will be determined by SEBB. When the enrollment period ends, no insurance options may
 922 be added or deleted **during the contract year** except for changes in family status or job status. If an
 923 employee fails to enroll **within the open enrollment period**, he or she will be placed on the default
 924 medical, dental, and vision plans, as determined by SEBB.

925 If an employee is hired after the open enrollment period, he or she may enroll in approved plans **prior to**
 926 **the first day of the following month.** If the employee fails to enroll, he or she will be placed on the
 927 default medical, dental, and vision plans, as determined by SEBB. Coverage will begin the first day of
 928 the month following the date of hire.

929 **Termination of Benefits**

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

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

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

937 Sharing Health Care Contributions

938 SEBB does not allow for dual coverage.

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

943 VEBA Health Reimbursement Plan

944 The District and Association have adopted the VEBA Health Reimbursement Plan. The District agrees
945 to facilitate employee contributions to the plan and will add 10 cents for each dollar contributed by each
946 employee according to the VEBA age-based contribution rates, as applied to the program in 2018-19.
947 Each eligible employee must complete an enrollment form online through VEBA to become a plan
948 participant and be eligible for benefits.

949 Beginning in the 2020-21 school year, the District will make an annual contribution to each employee's
950 VEBA account totaling \$390,000, divided by full-time FTE.

951 Organization and management of the plan will be subject to the agreement of the District and
952 Association. A copy of the Memorandum of Understanding between the District and Association to
953 organize and manage this plan is in the Appendix of this CBA.

954 Employees must vote annually to adopt this plan.

955 VEBA Sick Leave Conversion Medical Reimbursement Plan

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

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

962 As per statute, all eligible employees will be required to sign and submit to the District a VEBA
963 membership form that includes a Hold Harmless agreement. If an eligible employee fails to sign and
964 submit this agreement, he or she will not be permitted to participate in the plan at any time **during the**
965 **term of this CBA**. Without a signed agreement, an employee's excess sick leave conversion rights will
966 be forfeited for the term of the contract.

967 All employees who retire or separate from service and meet the eligibility requirements in **RCW**
968 **28A.400.210 during the term of this CBA** will be eligible for contributions to the plan.

969 State law allows up to 180 days (on a 4-to-1 ratio) to be contributed to the plan on behalf of a retiring
970 employee. For retiring employees, "excess sick leave" is defined as sick leave days accrued for an
971 employee **during the term of this CBA**.

972 **Section 10: Calendar, Work Year**

973 **Elementary and High School Calendars**

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

976 **Multi-year Calendar**

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

- 979 • Benton Franklin County Fair
- 980 • graduation
- 981 • spring break
- 982 • winter break
- 983 • first day of school
- 984 • last day of school
- 985 • holidays
- 986 • snow days
- 987 • ½ day employee release to exchange for Open House attendance
- 988 • last day for seniors
- 989 • conferencing and report card prep
- 990 • optional Professional Development Days

991 **Open House**

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

996 **Report Card Preparation**

997 ***Kindergarten through Grade 5***

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

1000 Mid-term reports for all elementary students Grades 1-5 will be prepared for first trimester. For second
1001 and third trimesters, midterm reports will be prepared for students K-5 having problems or making
1002 significant changes.

1003 ***Grade 6 through Grade 12***

1004 Final examinations for 9-12 will be given the last three (3) days of each semester. On the second day of
1005 finals, students will be released at 12:20 p.m. Employees will use the time in a self-directed manner to
1006 complete activities including, but not limited to, the following: complete grading/entering student work,
1007 remediate with students, and prepare for the next term.

1008 On the last day of the semester, students in grades 9-12 will be released at 10:30 a.m. This time will be
1009 used by employees in a self-directed manner to complete activities as those listed above.

1010 Middle school students will be released at 10:40 a.m. on the last day of each semester.

1011 Grades for all secondary students will be due **three (3) working days following the end of each**
1012 **quarter and the third weekday after the final day of school.**

1013 Conference Days

1014 Each employee involved in conferences **during the fall and spring** will be on a flexible workday to
1015 accommodate the conferences. A flexible workday will allow the employee to schedule and conduct the
1016 conferences, provided the time does not exceed the total hours allotted for conferences. Building
1017 administration and certificated staff will decide in a democratic manner when conferences will be held,
1018 being mindful of the needs of students, families, and staff. Staff who are unable to work evening hours
1019 will have alternative times agreed on between the employee and their supervisor.

1020 **Kindergarten Conferencing**

1021 The first two (2) regularly-scheduled school days will be reserved for kindergarten parent conferences,
1022 unless modified using waiver procedures.

1023 **WaKIDS (General Education)**

1024 One Friday in October will be designated a non-workday for kindergarteners so kindergarten classroom
1025 teachers can enter data into the State kindergarten system.

1026 Each kindergarten classroom teacher will have two (2) workdays with substitute teachers available to
1027 use in full- or half-workday increments to complete observations and/or gather data, score, and input
1028 student information. These workdays must be prearranged and taken on a Tuesday, Wednesday, or
1029 Thursday.

1030 **Pre-K through Grade 5 Conferencing**

1031 Each fall, employees in grades Pre-K through 5 will have the equivalent of two (2) full days for parent
1032 conferencing.

1033 Each spring, employees in grades Pre-K through 5 will have the equivalent of one (1) day for parent
1034 conferencing.

1035 **Grade 6 through Grade 8 Conferencing**

1036 Each fall, there will be the equivalent of two (2) days for parent conferencing. All-day conferences will
1037 be scheduled no sooner than two (2) weeks from the end of the first quarter.

1038 **Grade 9 through Grade 12 Conferencing**

1039 Each year, there will be the equivalent of one (1) full day for parent conferencing.

1040 Early Release

1041 Early release is granted the day before Winter Break when the duration of the break is less than two (2)
1042 weeks. The day before Thanksgiving will be an early release day. early release for employees will be
1043 one-half hour after students are released, which will occur **no later than 1:00 p.m.** Employees will
1044 complete assigned contractual duties.

1045 Early release on the last day of school will be two (2) hours after student release, provided employees
1046 have completed assigned contractual duties, and the regular workday will not be extended.

1047 **Section 11: Emergency School Closure and Delayed Opening**

1048 If it becomes necessary to close schools because of weather or emergency situations, the District will
1049 initiate its notification process by 6:00 a.m. If school has begun for the day and early dismissal is
1050 required, employees will be dismissed immediately following students. No employee will be required to
1051 report for work on a day when student attendance in the building has been suspended for emergency
1052 reasons. In cases of delayed openings, employees will be required to report for work **no earlier than 30**
1053 **minutes prior to the planned arrival of students.** If makeup days are required, the District and the
1054 Association will agree on the dates. No employee will be subjected to loss of pay or benefits due to non-

1055 attendance on days when schools have been closed for emergency reasons. If there is a two-hour delay
1056 on a high school half-day early release day, the early release will be moved to the following Wednesday.
1057 If there is a three-hour delay on an elementary and middle school early release Wednesday, the early
1058 release will be cancelled and school will dismiss at regular time.

Article IV – Assignment and Transfer

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

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 these adjustments will not be considered a reassignment, as defined herein. Assignment adjustments will be made in a manner that minimizes changes to employees' current assignments, to the greatest extent possible. If it becomes necessary to reassign employees following the notification, the immediate supervisor will consult with the affected employee and notify the Association President, citing the reasons the reassignment needs to occur. If an employee is unavailable for consultation, the employee will be consulted **as soon as possible** on his or her return. Assignment changes **after June 1** will not be the normal practice of the District and will be done only out of necessity.

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

Definitions of Terms

Vacancy: a position that has been permanently vacated, or one that has been newly created. The 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 an employee's placement in a particular grade level, subject area(s) and subject sections (specific courses), or specialty area within a building.

Reassignment a change in an employee's assignment other than a minor change (as defined above).

Transfer: a change of an employee's worksite which may or may not involve reassignment.

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

Administrative transfer/reassignment: an administratively-initiated change in department, grade level, subject matter, or building.

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

Where the District's action would not contradict the intent of this section, the Association recognizes that the District gets to determine the required and preferred qualifications for positions posted under this CBA. The District agrees to limit the required qualifications to certifications and endorsements for the majority of these positions.

The District and the Association agree there may be cases when requirements for internal candidates beyond certification and endorsement may be desirable and beneficial for special positions. Additional

1101 qualifications will be limited to language requirements (bilingual, Dual Language), specific Special
1102 Education training (behavioral, autism), minors in content areas, or majors in content areas. These
1103 qualifications will only be used for the essential functions of the job. The Association may review job
1104 postings and contact the Human Resources department should it have a concern.

1105 For employees holding a K-8 certification, the District will consider them qualified to apply for any
1106 middle school position that does not contain classes that are taught for high school credit.

1107 In addition, if an employee does not have an endorsement in a specific subject area (e.g. math) but does
1108 have a K-8 endorsement and has successfully taught a course in that subject area for high school credit
1109 in the past five (5) years, he or she will be eligible to transfer into a similar position that includes the
1110 same or similar courses for high school credit, as agreed on by the District and the Association.

1111 If more than one (1) employee meets the required qualifications, the most senior employee will get the
1112 position.

1113 Ties in Seniority

1114 When employees have equal qualifications, as defined herein, and equal District seniority, the following
1115 ranked criteria will be used to break ties:

- 1116 1) District seniority: date and time on the recommendation for hire form filled out by the building
1117 administrator. For pre-1984-85 contracts, the start date of the contract will be used; for 1984-85 to
1118 the present, the date on the letter of intent to hire will be used.
- 1119 2) Drawing lots defined as: the employee will place his or her name into a hat/drawing box and a
1120 neutral party will draw a name. Date and time of drawing of lots will be communicated to all affected
1121 employees.

1122 District Seniority List

1123 The District will keep seniority records and administer the seniority lists pertinent to assignment and
1124 transfer. The District will retain copies of the seniority list and make the list available to the Association,
1125 the Human Resources Office, and to employees **by April 15** of each school year so appropriate transfers
1126 to vacant positions may occur.

1127 The District will provide requested information to the Association when issues arise from individual
1128 employees.

1129 Internal Hiring Practices

1130 When a vacancy is made available, internal candidates who have applied for specific positions will be
1131 offered those positions before outside candidates as long as qualifications are met under the definition of
1132 Qualifications outlined in this section. Vacancies will be filled in-building first, followed by in-District
1133 candidates.

1134 In-building/In-District Placement Procedure

1135 A principal will notify the Association and all building staff by e-mail of vacant positions within the
1136 building **as soon as they are available for posting.**

1137 In-building/In-District employees will have **eight (8) school days, or eight (8) working days during**
1138 **the summer** to apply for a vacant position through the online application system.

1139 An employee may choose, but will not be required, to meet with the building administrator to
1140 understand the building practices, procedures, and initiatives specific to the position to which he or she
1141 is applying.

1142 After eight (8) days, if an in-building employee is qualified for the position, the principal will offer the
1143 employee the position. In the case that more than one in-building employee is interested in a position,
1144 the position will be offered to the qualified and senior employee.

1145 If a position is not filled in-building after the eight (8) day period, the position will be offered to the
1146 qualified, most senior in-District applicant, if any.

1147 Employees with a Summative Evaluation score of 1 or 2 are not eligible to transfer unless agreed on by
1148 the District and Association.

1149 Spring and Summer Hiring Guidelines

1150 **Prior to summer break, no earlier than May 15 but before the last day of the school year**, the
1151 Human Resources Department will e-mail a reminder to all staff to watch the District website for
1152 openings in District buildings.

1153 Normal hiring procedures will be followed during summer break.

1154 Positions posted on or after the sixth day after the final day of school with students will simultaneously
1155 open to internal and external candidates. For candidate outside the District, screening and hiring for
1156 positions posted on or after the sixth day after the final day of school with students will be based on job
1157 qualifications and reference checks.

1158 Hiring will revert to CBA language in the section “Internal Hiring Practices and In-building/In-District
1159 Placement Procedure” on the first Professional Development Day of the school year. The Association
1160 and the District may agree to fill open positions **during the current, rather than the subsequent,**
1161 **school year** for vacancies filled on or after the first Professional Development Day.

1162 Principals will be required to post all open positions **within five (5) days of the Board’s approval of a**
1163 **retirement or resignation.**

1164 An employee may choose, but will not be required, to meet with a building administrator to understand
1165 the building practices, procedures, and initiatives specific to the position for which he or she is applying.

1166 Procedures for Opening a New School

1167 When a new school is opened, the following procedures will be followed in transferring unit members to
1168 that school:

- 1169 • The proposed organizational plan of the school will be placed on file and sent to the Association
1170 **prior to positions being posted in the Human Resources Department** as per the Assistant
1171 Superintendent of Human Resources.
- 1172 • The organizational plan will set forth the number of positions at the new site together with
1173 required qualifications for each position.
- 1174 • A Core Team will be developed by the new building principal, the Assistant Superintendent of
1175 Human Resources, and the Association.
- 1176 • The Core Team members will be agreed on by representatives of the District and Association
1177 and will be appropriate to the level and size of the school being opened.
- 1178 • A written application will be developed by the principal, Assistant Superintendent of Human
1179 Resources or designee, the Association President and designee, thus allowing four (4) total.
- 1180 • Employees will be ranked and selected in order of qualifications, seniority and interest by a
1181 committee consisting of the principal; administrative representative; and two (2) Association
1182 representatives, to be appointed by the Association President.
- 1183 • The Core Team will receive per-diem rate of pay for any meetings scheduled by the principal
1184 outside of the workday.

- 1185 • The remainder of the positions for the new school will be posted by a agreed-on date and filled in
1186 accordance with provisions of this CBA used for all vacancies.
- 1187 • A set daily schedule, in compliance with the CBA, that includes, but is not limited to, a prep
1188 rotation schedule, recess schedule, and lunch schedule will be provided to the employees a
1189 **minimum of seven (7) days prior to the first day of school.**

1190 Members of the new building will receive three (3) additional paid days for planning, preparations, and
1191 collaboration.

1192 Vacancies for the Subsequent School Year

1193 A principal will notify the Association and all building staff by e-mail of vacant positions for the
1194 subsequent school year within the building **as soon as the positions are available for posting.**

1195 In-building/In-District employees will have **eight (8) school days, or eight (8) working days during**
1196 **the summer** to apply for a vacant position through the online application system.

1197 An employee may choose, but will not be required, to meet with the building administrator to
1198 understand the building practices, procedures, and initiatives specific to the position to which he or she
1199 is applying.

1200 After eight (8) days, if an in-building employee is qualified for the position, the principal will offer the
1201 employee the position. In the case that more than one (1) in-building employee is interested in a
1202 position, the position will be offered to the qualified and senior employee.

1203 If a position is not filled in-building after the eight-day period, the position will be offered to the
1204 qualified, most senior in-District applicant, if any.

1205 Employees with a Summative Evaluation score of 1 or 2 are not eligible to transfer unless agreed on by
1206 the District and Association.

1207 Vacancies During the School Year

1208 All transfers/reassignments will take place **at the beginning of the school year.**

1209 Vacancies will be filled **at the beginning of the following year** with internal candidates before any
1210 outside candidates, as long as qualifications are met under the definition of Qualifications outlined in
1211 this section. Vacancies will be filled in-building first, followed by in-District candidates.

1212 An employee may choose, but will not be required, to meet with the building administrator to
1213 understand the building practices, procedures, and initiatives specific to the position to which he or she
1214 is applying.

1215 If a leave is granted **during the school year**, that position will be filled with an employee on a non-
1216 continuing leave replacement contract.

1217 The District will post vacancies occurring **during the school year** as soon as these vacancies are known.

1218 If a District employee is selected for a vacancy **during the school year**, he or she will be
1219 transferred/reassigned **at the beginning of the next school year.** The District may fill the vacancy with
1220 a non-continuing leave replacement contract employee (**RCW 28A.405.900**) provided there will be no
1221 more employees on a non-continuing contract than on leave.

1222 A vacancy no in-District employee applies for or is qualified for will be filled with a regular, certificated
1223 employee. Vacancies will be posted for **at least five (5) days prior to filling the position.** A copy will
1224 be sent to the Association and posted by e-mail in each building.

1225 An employee who wishes to apply for a transfer/reassignment to a posted vacancy can apply as an
1226 internal candidate through the District's online application system by the closing date, or as long as the
1227 position is posted.

1228 Employees applying for transfer/reassignment to a vacancy will be considered on the basis of
1229 qualifications and seniority.

1230 When a position has been filled, the Human Resources Office will notify, in writing, each employee
1231 whose request for transfer/reassignment was not granted **within five (5) days of the closing date**.
1232 Employees have the right to request the specific reason they were not selected for a position.

1233 Administrative Transfers/Reassignments

1234 Notice of an administrative transfer/reassignment will be given to the affected employee **as soon as the**
1235 **decision to transfer is determined**. If no employee is affected due to lack of qualifications, the least-
1236 senior employee will be selected as long as academic program requirements can be met.

1237 An administrative transfer/reassignment will be made after the affected employee has been personally
1238 contacted by the building principal or Human Resources administrator and told the specific reasons for
1239 being selected for a transfer/reassignment. A transferred/reassigned employee is entitled to discuss his or
1240 her personal desire at that time.

1241 An employee selected for an administrative transfer/reassignment **during the school year** will be
1242 released from teaching for up to three (3) days or an employee may choose to be provided the greater of
1243 three (3) days of per-diem or curriculum pay, at the employee's option, to prepare for the new
1244 assignment. The preparation time must be scheduled **within one (1) week of the transfer date**. An
1245 employee who is transferred **during the school year** will be provided the assistance of the Maintenance
1246 and Operations Department as needed to help move instructional materials.

1247 When an employee is involuntarily transferred/reassigned outside of the school year, he or she will be
1248 reimbursed for the move according to the following: 10 hours at the greater of curriculum or per-diem
1249 rate for out-of-building transfers and 7.5 hours at the greater of curriculum or per-diem rate for in-
1250 building reassignment. For employees who have large amounts of curriculum materials and supplies to
1251 move – like librarians and P.E. teachers – additional time will be granted.

1252 When a school moves out of its existing building or back into its remodeled building, employees will be
1253 paid 15 hours at the greater of curriculum or per-diem rate for packing and moving preparations of their
1254 personal items only. Employees will not be required to pack District items and materials. Those
1255 employees who have large amounts of District curriculum materials and supplies to move – like
1256 librarians and P.E. teachers – will be granted additional time at the District's discretion.

1257 When opening a new school creates a loss of positions at other buildings, the Superintendent or his or
1258 her designee will place on file in the Human Resources Department the proposed staffing plan of the
1259 school **as soon as the plan is available**. An organizational plan will be developed to determine the
1260 estimated positions at the new school, along with the qualifications of each position. The District and the
1261 Association will meet to determine appropriate procedures for identification of employees to be
1262 considered for transfer, should any deviation from the procedures specified above be deemed necessary
1263 by the parties.

Article V – Reduction In Force

1264

1265 If the District anticipates a significant loss in revenue, a Reduction In Force (RIF) may be instituted.
1266 **Prior to eliminating certificated positions**, both parties will review and negotiate all elements of the
1267 CBA funded by sources other than the State Basic Education Act (BEA) funding.

1268 Reductions will not be made without a thorough review of programs and options available. The Board
1269 will notify the Association of the proposed layoff **by May 15** and will provide to the Association a
1270 report of the financial situation, anticipated program changes, and needed staffing levels.

1271 Certificated employees returning from leave must be rehired. However, these employees are subject to
1272 the layoff and recall provisions on the same basis as any other certificated employee. These
1273 determinations are based on seniority, as specified in the layoff and recall provision in this CBA.

1274 The term “layoff” means placing bargaining unit members on unemployed status due to economic
1275 necessity.

1276 Layoff Procedure

1277 A RIF will be determined by State seniority. All retire/rehire and non-continuing contract employee
1278 positions will not be rehired **prior to a RIF**. The least senior certificated employee(s) will be laid off
1279 first.

1280 Seniority, in this section only, is defined as the total number of years teaching in the State of
1281 Washington and will be computed by the District. Seniority for part-time certificated employees will be
1282 credited on the same basis as their percentage of employment - i.e., half-time employment for a full year
1283 yields one-half year of seniority.

1284 The District will compile and publish a State seniority list **by March 1**. The State seniority list will be
1285 available to employees in the Human Resources section of the staff intranet.

1286 Challenges to seniority placement will be made in writing to the Human Resources Department **by**
1287 **March 31**. A corrected seniority list will be published and will be made available to employees in the
1288 Human Resources section of the staff intranet **by April 15**.

1289 Ties in Seniority

1290 When certificated employees have equal State seniority, the following ranked criteria will be used to
1291 break ties:

- 1292 1) District seniority: date and time on the recommendation for hire form filled out by the building
1293 administrator. For pre-1984-85 contracts, the start date of the contract will be used. For 1984-85 to
1294 the present, the date on the letter of intent to hire will be used.
- 1295 2) Drawing lots: the employee will place his or her name into a hat/drawing box and a neutral party will
1296 draw a name. Date and time of drawing of lots will be communicated to all affected employees.

1297 The Board will notify in writing **by May 15** those employees who will be laid off.

1298 An employee receiving written notification of layoff will retain an employment relationship with the
1299 District and automatically be placed on layoff and recall status. Credit for education acquired during that
1300 year will be granted.

1301 Acceptance of contract employment as a certificated employee in another school district while on layoff
1302 status will constitute an automatic termination of the employment relationship, as defined in this CBA,
1303 and the employee will notify the District by registered letter or by personally contacting the District
1304 Human Resources Department. The District will hire no certificated employee from outside the

1305 bargaining unit until all certificated employees on layoff status have been determined to be unqualified
1306 for the position.

1307 Employment of substitutes will come from certificated employees on layoff status, except in cases when
1308 no certificated employee is available and qualified for the position. There will be no challenge to the
1309 unemployment compensation of bargaining unit member on layoff status who declines casual substitute
1310 employment, except individuals who have been accepting substitute employment.

1311 At the request of an employee, the District will make provision to continue an employee's participation
1312 in District group insurance programs. **The employee will pay the entire premium to the District**
1313 **Payroll Office monthly**, as required by the Payroll Office.

1314 Evaluation Notation

1315 If an employee is assigned outside his or her major endorsement(s) or certification as a result of no other
1316 employee on layoff being qualified, he or she will have a notation placed on the annual evaluation form
1317 stating the assignment is an emergency assignment outside his or her endorsement(s) or certification.

1318 Recall

1319 Recall will be by seniority order, according to the curriculum areas and/or elementary levels for which
1320 the employee is qualified. The District will give written notice of recall by sending a registered letter to
1321 the employee at his or her last known address. It will be the responsibility of the employee to notify the
1322 District of change of address. A notified employee will respond whether he or she accepts or rejects the
1323 position **within 10 working days from receipt of the notice.**

1324 All continuing and provisional employees will be recalled **prior to non-continuing and substitute**
1325 **employees.**

1326

Article VI – Leaves

1327

Leave Request Process

1328

All Leaves of Absence, Extended Medical Leaves, Parental, Adoption and Maternity Leave requests

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should be submitted via the appropriate form/format **at least 30 days prior to the anticipated start**

1330

date unless the leave is emergent in nature. The District may require documentation supporting the need

1331

for a leave that starts or stops without the 30 days' notice.

1332

The Human Resources Department may require a physician's statement of illness when an employee

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misses five (5) or more consecutive days of work or five (5) days of work **within a 30-day work**

1334

period. If an employee exhibits a pattern of absence that suggests an abuse of sick leave, the employee

1335

may be asked to present a doctor's statement attesting to the illness or injury necessitating the

1336

employee's continued absence.

1337

Sick Leave

1338

As used in this section, employee's "relative" means the employee's spouse, domestic partner, child,

1339

stepchild, grandchild, grandparent, parent, sibling, or other close relative by blood or marriage.

1340

"Household members" means people who reside in the same house as a family unit. This term includes

1341

foster children and legal wards, even if they do not live in the same household.

1342

Twelve days of leave per year will be credited **on the September payroll** to employees and will

1343

accumulate to a maximum of 180 days without deduction of salary for illness (mental and/or physical),

1344

injury, or emergencies. Employees from within the State will be granted leave credit according to State

1345

laws that provide for transfer of accumulated leave from the previous district.

1346

An employee who has exhausted sick leave as a result of a major extended illness that could result in

1347

temporary or permanent disability will be granted leave with only the amount of the substitute's pay

1348

deducted from the employee's salary for a period of no more than 60 contract days. This provision is

1349

available for application by an individual employee every three (3) years. Even if the substitute's pay

1350

exceeds the employee's salary, the District will still continue to pay the employee's benefits for the

1351

remainder of the 60 days.

1352

Sick leave will be granted to employees, as needed, for unexpected emergencies that require immediate

1353

action. Emergencies could include the need to handle business that arises as a result of the death of a

1354

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

1355

death.

1356

Federal and State Leave Laws

1357

The District will comply with all provisions of the Washington Paid Family and Medical Leave Law

1358

(PFML), Washington Pregnancy Disability Leave, the Federal Family Medical Leave Act, and other

1359

applicable laws.

1360

The weeks/days of the benefit periods for State and Federal leaves will be counted only for workdays,

1361

exclusive of weekends, holidays, and school breaks.

1362

Leave periods under the various State and Federal laws will run consecutively with contractual, Federal,

1363

or State leaves at the employee's election.

1364

An employee may choose, but not be required, to exhaust all or part of his or her contractual paid leave

1365

benefits before using leave provided by State or Federal family leave laws.

1366

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

1367 When accessing PFML, an employee may use accumulated sick leave to make up the difference
1368 between the PFML benefit and the employee's regular compensation.

1369 The employee will be returned to the same or similar certificated position when he or she returns to
1370 work.

1371 Sick Leave Cash-out

1372 Employees may cash in unused sick leave above an accumulation of 60 days from the previous years'
1373 accumulation at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave
1374 days. At the employee's' option, he or she can cash out his or her unused sick leave days in January of
1375 the school year following any year in which a minimum of 60 days of sick leave is accrued, and each
1376 January thereafter at the rate of one (1) day's monetary compensation of the employee for each four (4)
1377 full days of accrued sick leave. The employee's sick leave accumulation will be reduced four (4) days for
1378 each day compensated. No employee may receive compensation for sick leave accumulated in excess of
1379 one (1) day per month.

1380 At the time of separation from District employment due to retirement or death, an eligible employee or
1381 the employee's estate will receive remuneration at a rate equal to one (1) day's current monetary
1382 compensation of the employee for each four (4) days of accrued sick leave for illness or injury. In this
1383 provision, retirement is defined as when an employee is eligible to receive benefits under Washington
1384 State Employees Retirement System.

1385 All sick leave will be cashed out as allowed by **RCW 28A.400.210** and **RCW 28A.400.212**.

1386 Sick Leave Sharing

1387 In accordance with **RCW 41.04.665**, an employee is eligible for sick leave sharing if:

- 1388 • the employee suffers from, or has a relative or household member suffering from, an illness,
1389 injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
- 1390 • the employee has been called to service in the uniformed services;
- 1391 • the employee is a current member of the uniformed services or is a veteran as defined under
1392 **RCW 41.04.005**, and is attending medical appointments or treatments for a service connected
1393 injury or disability;
- 1394 • the employee is a spouse of a current member of the uniformed services or a veteran as defined
1395 under **RCW 41.04.005**, who is attending medical appointments or treatments for a service
1396 connected injury or disability and requires assistance while attending appointment or treatment;
- 1397 • the employee is a victim of domestic violence, sexual assault, or stalking;
- 1398 • the employee needs the time for parental leave; or is sick or temporarily disabled because of
1399 pregnancy disability; and,
- 1400 • a state of emergency has been declared anywhere within the United States by the Federal or any
1401 state government and the employee with needed skills volunteers and is accepted to a
1402 governmental agency or to a nonprofit organization engaged in humanitarian relief.

1403 To be eligible for donated sick leave, the following provisions must be met:

- 1404 • The employee's job is one in which annual and/or sick leave can be accrued and used.
- 1405 • An employee receiving industrial insurance wage replacement benefits may not receive greater
1406 than 25 percent of his or her base salary from the receipt of shared leave, in accordance with
1407 **RCW 41.04.665**.
- 1408 • The employee has abided by District policies in his or her use of sick leave.
- 1409 • The employee's absence and the use of shared leave are justified among the bulleted provisions
1410 above.

- 1411 • The employee has exhausted, or is likely to deplete, his or her personal leave and sick leave.
- 1412 • For maternity leave and pregnancy disability leave only, "likely to deplete" means the employee
- 1413 will have 40 hours or less of the applicable leave type(s); however, the employee is not required
- 1414 to deplete all her leave and can maintain up to 40 hours of the applicable leave type(s) in reserve.
- 1415 • The employee will go on leave without pay status.
- 1416 • The employee will terminate employment.

1417 The following procedures will be used to implement sick leave sharing:

- 1418 • In any 12-month period, employees who have accumulated more than 75 hours of sick leave may
- 1419 donate accumulated sick leave days to other employees. The employee donating the days will
- 1420 specify the number of days to be donated. The District and Association will develop procedures
- 1421 necessary to implement this. No transfer of sick leave will cause the affected employees' sick
- 1422 leave accumulation to fall below 75 hours.
- 1423 • No employee will receive more than 180 days of donated leave per contract year.
- 1424 • If the employee does not use all the donated leave, the unused donated leave will be returned to
- 1425 the donors **within 30 days after the use of the donated leave ceases**, using a first-in/first-used
- 1426 procedure. For this purpose, donated leave will be dated when received and used as received.
- 1427 Days remaining and not used will be returned to later donors in reverse order.
- 1428 • An employee using donated leave will receive his or her usual pay and benefits.
- 1429 • Except for the procedures in the third bullet above, the donor will be required to execute a waiver
- 1430 to ask for the return of his or her donated leave.
- 1431 • If a shared leave account is closed and an employee later has a documented need to use shared
- 1432 leave due to the same condition, the District will approve a new shared leave request for the
- 1433 employee. The employee will provide information on the expected duration from their medical
- 1434 provider.
- 1435 • Contributions of sick leave will be voluntary, and donors' and non-donors' names will be
- 1436 confidential.

1437 Maternity Leave

1438 An employee requesting maternity leave will give written notice to the District **at least 30 days prior to**
1439 **the commencement of the leave**. The written request for maternity leave should include a statement
1440 about the expected date of return to employment. The leave will commence and terminate at the
1441 discretion of the employee, in consultation with the medical provider. Papers for the applicable State or
1442 Federal leaves will be sent to the employee, to be completed by the employee and the medical provider.

1443 An employee may take leave in accordance with the applicable State and Federal leave laws. An
1444 employee who has paid leave available may use any or all his or her leave. Paid leave includes both
1445 personal and sick leave. During that time, health benefits will continue.

1446 If the paid days are exhausted, the employee will be eligible for shared leave. If the shared leave is
1447 exhausted, the employee will receive unpaid leave through the applicable State and Federal leave laws.
1448 The benefits will be covered for the period of any applicable State or Federal leave. The District's
1449 portion of insurance premiums will be covered for the period of any applicable State or Federal leave. If
1450 sick leave has been exhausted, the employee will be eligible for shared leave.

1451 For employees who qualify for birth/pregnancy disability, the District will work with them and their
1452 medical provider to ensure compliance with appropriate State law.

1453 Parental Leave

1454 Employees who have a newborn child but do not qualify for maternity leave may access sick leave, sick
1455 leave sharing, and other applicable State and Federal laws. The employee must notify the District **as**

1456 **soon as possible** about the intended day for commencement of the leave. The employee will be eligible
1457 for shared leave. Once the shared leave is exhausted, the employee will receive unpaid leave, in
1458 accordance with applicable State and Federal leave laws.

1459 **Adoption Leave**

1460 Employees requesting adoption leave will provide to the District a statement about their expected date of
1461 return to work. Given the uncertainty of timelines in adoptions, employees will try to give the District a
1462 minimum of two (2) weeks' notice of their need for adoption leave, and the District will make every
1463 effort to cooperate with employees' requests for adoption leave.

1464 Employees returning from adoption leave **at the beginning of the subsequent school year** will be
1465 placed in their former positions. An adopting parent may use sick leave and/or personal leave **during**
1466 **the benefit periods** in accordance with applicable State and Federal leave laws, when his or her sick
1467 leave and/or personal leave is exhausted, he or she will be eligible for shared leave. If shared leave is
1468 exhausted, employees will use unpaid leave, at their discretion, in accordance with applicable State and
1469 Federal leave laws. More unpaid leave may be granted if circumstances require and the adopting parent
1470 requests an extension.

1471 If both adopting parents are employed by the District, they will access adoption leave in accordance with
1472 applicable State and Federal leave laws, to be divided at their discretion.

1473 **Bereavement Leave**

1474 One (1) to five (5) contract days will be granted, without deduction of salary, for bereavement leave
1475 when this leave is occasioned by the death of a relative or personal friend. Time for the funeral of a
1476 personal friend will be arranged with the principal. Proof of death may be required by the Human
1477 Resources Department. When a substitute is required, five (5) contract days will be the equivalent of
1478 37.5 hours and must be used in increments of 3.75 or 7.5 hours.

1479 **Personal Leave Days**

1480 An employee will be entitled to a maximum of three (3) days of personal leave with pay, provided the
1481 building principal is notified at least three (3) contract days before the expected absence. The three-day
1482 requirement will be waived at the discretion of the Assistant Superintendent of Human Resources when
1483 an employee has a valid reason why notice is not possible. Employees with family members (as defined
1484 in Section 15: Leaves) on military leave will be granted personal leave without regard to notice or
1485 maximum numbers of people on leave per building.

1486 The number of employees at each school who may be gone for personal leave on any given day is as
1487 follows: three (3) employees per school with under 40 certificated staff, four (4) employees per school
1488 between 41-60 certificated staff, and six (6) employees per school with 61 or greater certificated staff.
1489 Additional employees may be granted leave if their absence can be voluntarily covered internally by
1490 other in-building Association members.

1491 Employees are strongly encouraged not to take personal leave **during the month of May and on the**
1492 **first and last days of school.**

1493 Employees may elect to bank three (3) personal leave days for two (2) consecutive years, not to exceed
1494 five (5) banked days. A maximum of five (5) days may be used consecutively. All unused personal days
1495 will be automatically cashed out at the employee's per-diem rate at the end of each school year unless
1496 the employee notifies the District of his or her intent to bank the unused days. When an employee
1497 chooses to bank days, remaining days that would exceed the banking limit will be automatically cashed
1498 out at the employee's per-diem rate. Employees who bank personal leave must fill out a District form
1499 each year.

1500 **Example:** an employee who banks two (2) personal days in year one and three (3) personal days in
1501 year two (or vice-versa) will have a total of eight (8) days in year three - five (5) banked, plus three
1502 (3) current personal days.

1503 Employees who notify the District of their intent to retire or resign **no later than March 15** will be
1504 granted a fourth personal day on receipt of the letter and approval by the Board. This day may be cashed
1505 out at per-diem rate at the end of the year. The intent to retire or resign letter should specify whether the
1506 employee is choosing to use the day or take the cash out. The fourth personal day will be paid **in the**
1507 **June paycheck.**

1508 **Jury Duty and Subpoena Leave**

1509 Leaves with pay will be granted for jury duty. Employees will notify the District when notification to
1510 serve jury duty is received.

1511 Leaves with pay will be granted when an employee is subpoenaed to appear in a court of law.

1512 **Leaves of Absence**

1513 The Board may grant a leave of absence of up to one (1) year to employees at the recommendation of
1514 the Superintendent. The leave may be renewed for a second year by written request to the Board.
1515 Teachers On Special Assignment (TOSAs) are not subject to the two-year limit on leaves.

1516 A leave of absence, if granted, will state the provisions for re-employment. An employee who has been
1517 granted a leave will be re-employed in the same or a similar position, provided the District contacts the
1518 employee on leave **no later than March 1** of the year in which he or she is to return. The employee will
1519 notify the District of his or her intent to return to employment with the District **no later than March 15**
1520 of the year in which he or she will return. Leaves of absence requested **after March 15** will be given an
1521 “intent to return” notification deadline on an individual basis. The employee will be given a minimum of
1522 10 working days to respond.

1523 **Political Leave**

1524 On written request to the Board, an employee will be granted political leave, in accordance with the
1525 following provisions:

- 1526 • With two (2) weeks' notice, an employee who is a candidate for a political office will be granted
1527 a leave to campaign for the office, not to exceed 10 contract days without pay.
- 1528 • The Board will extend a leave without pay to an employee who is elected to a political office to
1529 allow that employee the time to perform all the official responsibilities and duties of his or her
1530 office.
- 1531 • At the conclusion of a political leave, the employee will be returned to the same position.

1532 **Leaves for Professional Meetings and Travel**

1533 The Superintendent or designee may grant leaves with pay to employees to attend conferences,
1534 workshops, and conventions, if those meetings are for the improvement of curriculum and/or instruction.

1535 Requests to attend professional meetings will be made in writing to the Superintendent or designee **no**
1536 **less than two (2) weeks prior to the date of the meeting**, with prior approval by the building principal.

1537 With prior approval, personal expenses incurred for these meetings will be reimbursed according to
1538 District policy following submission of an itemized expense voucher.

1539 **Association Leave**

1540 The Board will grant leaves to officers; chairmen; Executive Board members; any members elected to
1541 local, State, or national positions; and any other member with specific responsibilities related to the
1542 purpose of the release to participate in Association business.

1543 The Association will reimburse the District for substitute pay and benefits, where applicable, by
1544 employees attending these meetings.

1545 The Association President will notify the Superintendent and building principal of employee(s) who will
1546 be in attendance at an Association meeting **at least five (5) workdays prior to the date of the meeting.**
1547 The Superintendent may approve a shorter period of notice under unusual circumstances.

1548 The Association President will be considered a full-time employee of the District and will be under full
1549 contract with full benefits. Leave for the Association President does not fall under the two-year time
1550 limit for other leaves.

1551 The Association President will be released from regular duties for Association business 100 percent of
1552 the time. The Association will reimburse the District for 100 percent of the Association President's
1553 salary, benefits, and retirement. The retirement portion will conform to the rules of the Washington State
1554 Employee Retirement System.

1555 After completing his or her term, the Association President will have the option to return to the same
1556 position held, or a position that was applied for and secured, before taking the position as Association
1557 President.

1558 Other Association leaves, and the length of those leaves, will be considered on an individual basis.

1559

Article VII – Instruction

1560

Section 1: Professional Development

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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.

1565

District Professional Development Committee

1566

A District Professional Development Committee will be established to:

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- 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

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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.

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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 Education 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 jointly 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**.

1589

Curriculum Expenses

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

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

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If curriculum requires translation, the District will translate the materials at appropriate grade and/or developmental levels. If an employee requests to have other supplemental materials translated, the District will determine whether materials need to be delivered in a timely manner.

1600 If an employee offers to translate the materials and the District agrees, the District will compensate the
1601 employee at the curriculum rate.

1602 **Building Staff Development Coordinators**

1603 Staff development coordinators from each building will be compensated commensurate with District
1604 curriculum committees.

1605 **Professional Development Funds**

1606 Each building will have \$75 per bargaining unit member FTE to fund buildings' professional
1607 development needs. Nurses; Juvenile Justice Center employees; alternative program employees; and
1608 Keewaydin Discovery Center, Legacy High School, and Phoenix High School employees will receive
1609 \$100 per FTE.

1610 Building professional development funds may be used to provide release time or curriculum-rate
1611 stipends for building staff, contract with outside presenters, purchase professional materials for staff use,
1612 or pay expenses for conference registration and travel. The intent of the building funds is to support
1613 building-wide professional development.

1614 The building principal/supervisor and the Association representatives from the building, in consultation
1615 with the Association President, will collaboratively select an employee who will serve as the Building
1616 Professional Development Coordinator on an annual basis.

1617 Building site councils will manage the building professional development funds.

1618 Itinerants from Special Services, Nurses, and bargaining unit employees assigned to more than one (1)
1619 building will work within their groups and with their supervisors to manage the professional
1620 development funds.

1621 **Voluntary Participation**

1622 Participation of any employee in the professional development program will be voluntary. No employee
1623 will be coerced, intimidated, discriminated against, threatened, or receive a negative or downgraded
1624 evaluation if he or she refuses to voluntarily participate outside the contract workday. Curriculum will
1625 not be withheld because an employee did not participate in voluntary District-provided training.

1626 **Professional Learning Communities (PLCs)**

1627 The purpose of PLC time is to provide time for employees to collaborate on standards-aligned learning,
1628 assessment, data analysis, intervention, and enrichment to support classroom, team, school, and District
1629 goals.

1630 Employees who do not have access to a PLC group in their content area will have the opportunity to
1631 discuss options with a supervisor to fulfill their instructional planning needs.

1632 Administrators should collaborate with and support, but not lead or direct, PLC teams.

1633 PLC teams will keep records so team members can remember, share, plan, communicate, and revise
1634 their work. Records include notes about discussions; goals (i.e., TPEP, SIP, grade-level); progress; and
1635 decisions.

1636 **Section 2: Peer Assistance and Resources (PAR)**

1637 These guidelines are intended to be liberally construed and implemented to treat employees fairly and to
1638 comply with all statutory and legal obligations. It is anticipated that as these guidelines are implemented
1639 they may be adjusted by the PAR Panel, at all times being mindful of any affected employee's rights, the
1640 CBA, and the applicable statutory requirements.

1641 The PAR Program has two (2) major roles:

- 1642 • The Beginning Employee program seeks to assist employees in their first year with the District by
1643 refining their skills and helping them learn District goals, curriculum, and structure. A Consulting
1644 Peer Educator (CPE) assists each District employee who is new to teaching. The building principal or
1645 supervisor conduct the initial evaluation of the new employee's performance.
- 1646 • The Intervention Assistance Program seeks to assist provisional employees who exhibit serious
1647 performance deficiencies. Employees with continuing contracts who would like assistance may refer
1648 themselves to the program, but they will not be subject to probation or non-renewal as a result of
1649 self-referral.

1650 The Peer Assistance and Resources Program (PAR) will be for provisional employees only. The District
1651 and Association may agree to extend PAR services to continuing employees on a case-by-case basis.

1652 The PAR Program is initiated between the Association and the District. The parties may modify these
1653 guidelines at any time based on recommendations from the PAR Panel.

1654 **Peer Assistance and Resources Panel (PAR Panel)**

1655 The PAR Panel serves as the governing body for the program and determines program guidelines
1656 consistent with the terms of the CBA. It consists of the Association President, three (3) employees
1657 selected by the Association, the Assistant Superintendent of Human Resources, and two (2)
1658 administrators selected by the Superintendent. The Assistant Superintendent of Human Resources and
1659 the Association President will be the panel's co-chairs. Minutes will be kept for each meeting. The
1660 Superintendent will be a non-voting member of the panel.

1661 The normal term of service of PAR Panel members is four (4) years. The terms of office for the PAR
1662 Panel members, who are appointed by the Association President, may be staggered to provide
1663 consistency and stability. Each PAR Panel member will be paid an annual stipend of \$200 for a total of
1664 four (4) meetings per year.

1665 The Assistant Superintendent of Human Resources and the Association President will be responsible for
1666 the day-to-day operation of the program (i.e., providing agendas, distributing minutes, making meeting
1667 arrangements, etc.) as well as tasks delegated by the Panel that do not involve making decisions
1668 concerning CPE cases.

1669 **Consulting Peer Educators (CPEs)**

1670 Becoming a CPE is a major commitment. CPEs will remain in the position for the entire term of their
1671 appointments, and co-curricular or extracurricular responsibilities should not interfere with their CPE
1672 duties. Any conflicts will be resolved by the PAR Panel.

1673 CPEs will receive an annual budget of \$3,300 to purchase supplies and other materials for the PAR
1674 Program.

1675 The PAR Program will have sufficient CPEs to create a ratio of 15-20 employees per CPE. Over the
1676 course of each year of the CBA, the PAR Panel will analyze the caseload language and make
1677 recommendations to the District and Association bargaining teams regarding any possible adjustments to
1678 the numbers of CPEs.

1679 ***CPE Selection Criteria***

1680 Criteria for selection of CPEs include the following:

- 1681 • is a current employee in the District on a continuing contract with a minimum of five (5) years' total
1682 teaching experience, with at least three (3) years in the District
- 1683 • demonstrates outstanding classroom teaching ability

- 1684 • demonstrates talent in written and oral communications
- 1685 • demonstrates the ability to work cooperatively and effectively with professional staff
- 1686 • has extensive knowledge of a variety of classroom management and instructional techniques
- 1687 • has the documented support of colleagues and his or her building principal
- 1688 • has the ability to provide and model expectations of high standards of professional practice while
- 1689 demonstrating compassion for the person

1690 ***CPE Selection Process***

1691 At any time the District and Association recognize the need, they can jointly notify all employees in the
1692 District that the PAR Panel is seeking nominations for CPEs. Nomination forms for CPEs will be
1693 available from the Assistant Superintendent of Human Resources or the Association. Any employee or
1694 District employee may submit a nomination form to the Assistant Superintendent of Human Resources
1695 with the name of an employee he or she is nominating as a CPE candidate. An employee may not self-
1696 nominate.

1697 All employees who have a nomination submitted on their behalf will receive from the Assistant
1698 Superintendent of Human Resources and the Association President a joint invitation to apply for the
1699 position of CPE. The invitation will contain the application form, an explanation of the process,
1700 recommendation forms, and a copy of these guidelines. Any employee who receives a joint invitation
1701 may consult with the Assistant Superintendent of Human Resources or the Association concerning the
1702 process for application, requirements of the position, and other procedural matters.

1703 All employees who have received a joint invitation to apply may submit a completed application form to
1704 the Assistant Superintendent of Human Resources within the established timelines. In addition to
1705 submitting a completed application form, each applicant will submit the following documents directly to
1706 the Assistant Superintendent of Human Resources for the application to be considered:

- 1707 • a written recommendation from his or her building principal or immediate supervisor
- 1708 • recommendations from two (2) other employees from his or her building or program
- 1709 • a recommendation from the senior building representative

1710 The PAR Panel will review received applications and identify those employees who have met the
1711 application requirements. The panel will select CPE(s) from the group of applicants using a process
1712 established by the Panel. All applications and references will be treated with strict confidentiality.
1713 Applicants who are not accepted as CPEs will be notified.

1714 ***CPE Length of Assignment***

1715 The length of assignment for CPEs will be four (4) years, barring extraordinary circumstances that
1716 require the PAR Panel to replace a CPE **prior to the end of his or her term**, or if caseloads rise to the
1717 point of needing additional CPEs and the PAR Panel chooses to extend a term.

1718 Selected CPEs will continue in that role for four (4) consecutive years. No CPE may apply for a second
1719 consecutive four-year term. No CPE who has been selected as a replacement for a CPE may continue in
1720 that role for longer than four (4) years. The length of the CPE assignment may be adjusted, as
1721 determined by the PAR Panel, and will be dependent on criteria, like how many employees are serving
1722 in that role. If there are enough employees anticipated by spring projections to require a fifth CPE, a
1723 mentor may be asked to remain as a CPE for a fifth year, as determined by the PAR Panel.

1724 ***Part-time CPE Positions for Special Programs***

1725 The PAR Panel may appoint temporary, part-time CPEs in Special Education, bilingual, and other areas
1726 with a small number of employees participating. These CPEs will be bargaining unit employees and will
1727 receive a stipend up to \$1,500, if two (2) employees are being assisted, and up to \$1,000, if one (1)

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

1733 ***Return of CPE to the Classroom***

1734 On completion of his or her assignment, a CPE will be given the same consideration for returning to the
1735 position of his or her last assignment as if he or she had been on active duty.

1736 The PAR Panel may return any CPE to his or her previous position in accordance with the above at any
1737 time following a conference with the CPE to discuss the reason(s) for the reassignment. This may occur
1738 because of changes in the subject areas and grade levels of employees participating in the PAR Program
1739 or because of concerns about the CPE's work performance.

1740 If a CPE, because of a reduction in caseload, is returned to his or her previous position and there is more
1741 than one (1) CPE in that area, the decision will be made based on seniority as a CPE, with the least-
1742 senior CPE being returned to the classroom.

1743 A CPE will not be selected for an administrative position within the District **for at least one (1) school**
1744 **year** after serving as a CPE, except by the joint consent of the Association and District.

1745 ***CPE Compensation***

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

1750 ***CPE Caseloads***

1751 The PAR Panel will consider 15-20 new employees per CPE opening. If target numbers are exceeded,
1752 the CPEs may consult with the PAR Panel to determine what measures can be taken to address the issue,
1753 like keeping a CPE an additional year or hiring a trained mentor for part-to-full-time or adding two (2)
1754 new CPEs in one (1) year.

1755 All beginning employees without prior experience in their first year under contract with the District will
1756 be assigned to a CPE. New hires whose prior experiences as educators are recent and whose current
1757 practices are successful, as well as experienced educators who self-refer, may be included in the
1758 program, if CPE caseloads are not exceeded.

1759 Beginning employees who teach multiple subjects at the middle school and high school levels will be
1760 assigned only one (1) CPE.

1761 **Induction Classes and National Board Classes**

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

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

1771 This process will be under the direction of the PAR Panel. The Association will bargain the language
1772 and the process.

1773 Intervention and Assistance Plan

1774 This component of the PAR Program is intended to assist provisional employees with their teaching
1775 performance.

1776 If at any time the principal notes areas of concern in a provisional employee's classroom management or
1777 instruction, that employee can be placed on an Intervention and Assistance Plan.

1778 Any provisional employee experiencing serious difficulties in his or her performance that result in being
1779 placed on probation will have the option of either: 1) going through the process with the principal only,
1780 or 2) taking part in an Intervention and Assistance Plan with the CPE and the principal. No employee
1781 waives his or her non-renewal appeal rights by participating in an Intervention and Assistance Plan.

1782 Self-referral

1783 Any experienced employee who is interested in professional growth in a particular instructional area and
1784 is interested in the assistance of a CPE for that purpose may submit a request for assistance to the
1785 Association President or the Assistant Superintendent of Human Resources. Based on the existing
1786 caseloads for CPEs, the PAR Panel may assign a CPE to assist the employee.

1787 Any experienced employee who has received an Unsatisfactory mark in any category of his or her
1788 evaluation may request assistance from a CPE. The assignment will be made if there is available space
1789 in the CPE's caseload. The Assistant Superintendent of Human Resources and the Association President
1790 will oversee the CPE's assignment in self-referral cases. These cases should have minimal timelines and
1791 goals, as established in the principal's plan of improvement.

1792 Confidentiality

1793 All information concerning assistance provided to an employee who has voluntarily sought the
1794 assistance of a CPE will remain strictly confidential. The CPE will report to his or her PAR Pair
1795 concerning the support and assistance being provided to the employee. However, no information
1796 obtained by the CPE through an assistance process will be disclosed to others except in extreme
1797 circumstances or as required by law.

1798 Problems Not Referred to the PAR Program

1799 Employee performance issues not related to teaching skills, practices, or work with students will not be
1800 deemed appropriate for referral to the PAR Program. Examples of the kinds of concerns that are not
1801 appropriate for referral to the PAR Program are repeated tardiness, failure to complete required
1802 attendance or grade reports, or failure to comply with other administrative requirements. Disciplinary
1803 issues like these are to be handled in accordance with the provisions of **Article III, Section 3** of this
1804 CBA.

1805 Contract Rights

1806 Except as explicitly provided in these guidelines, employees participating in the PAR Program retain all
1807 rights in this CBA.

1808 These will constitute the guidelines for the PAR Program, recognizing the District and the Association
1809 may find it necessary, by joint agreement, to modify these provisions.

1810 **Section 3: Payment for Service on District Committees**

1811 **District Curriculum Committees**

1812 The District endorses a comprehensive process for the review, adoption, and funding of instructional
1813 materials. At the discretion of the Assistant Superintendent of Teaching and Learning, participants on
1814 committees involved in curriculum adoption may be provided release time with substitutes for meetings
1815 **during the school year.**

1816 **Curricular and/or Technology Adoptions and Trainings**

1817 Voluntary curricular and/or technology trainings will be offered more than once and spaced far enough
1818 apart to allow for flexibility of employee scheduling. When an employee is unable to attend a voluntary
1819 training offered outside of the contract workday and/or work-year, an alternative paid training will be
1820 provided.

1821 **District Curriculum Advisory Committees**

1822 The District Curriculum Advisory Committees' function will be to review and evaluate existing
1823 curriculum and curricular resources, recommended instructional practices and assessments for
1824 effectiveness, including scaffolding and differentiation strategies for unique learners and situations. The
1825 committee will also discuss curricular and professional development needs and provide input to the
1826 Instructional Materials Committee, as needed. The committees will also assist with development and
1827 review of the curricular resources available to employees to provide support for instruction and serve as
1828 a resource on curricular trends, research, and best practices.

1829 Curriculum Advisory Committees will address curriculum including, but not limited to, the following
1830 strands of the State learning standards:

- 1831 Arts (visual and performing)
- 1832 Math
- 1833 Science
- 1834 Social Science
- 1835 Health and Fitness
- 1836 English Language Arts
- 1837 Social Emotional Learning
- 1838 Multi-Language Literacy
- 1839 Career and Technical Education (Computer Science, Financial Literacy, Ed Tech, and other
1840 applicable learning standards strands)
- 1841 World Language
- 1842 Alternative Programs (i.e., Online Learning, etc.)

1843 Based on the District review cycle, committee strands will be determined annually **prior to June 1.**

1844 Committee membership should endeavor to represent the diversity of District employees and students.
1845 Based on the availability of volunteers, positions described below may not be filled. Committee
1846 membership will be representative of the District and will include one administrator from each level, as
1847 necessary.

1848 When committees have an elementary focus they will have employee representation from each school
1849 site, not to exceed the total number of elementary sites. Members will include up to three (3) Special
1850 Education employees or English Language Development (ELD) employees. Up to three at-large
1851 members may be selected, based on committee needs and interests (i.e., instructional coach, reading
1852 interventionist, behavior interventionist, counselor).

1853 When the focus is on middle school, membership will consist of one (1) employee per grade level from
1854 each department from each middle school. One Special Education employee from each school (5) and
1855 up to five (5) ELD employees. Up to three at-large members will be selected, based on interest and
1856 committee needs. (i.e., instructional coach, reading interventionist, behavior interventionist, counselor).

1857 When the focus is on high school, membership will consist of no more than three employees from each
1858 department from each of the comprehensive, boundary high schools; one Special Education employee
1859 from each school (3) and up to three (3) ELD employees; and one representative from a non-traditional
1860 high school (i.e., Legacy, MCP, Phoenix). Up to three at-large members will be selected, based on
1861 interest and committee needs (i.e., instructional coach, reading interventionist, behavior interventionist,
1862 counselor).

1863 Principals will e-mail all staff to attract content-appropriate employees. If multiple content-appropriate
1864 employees are interested, the selection of the committee member will be determined by democratic
1865 process at the building.

1866 The District will fund each of the Curriculum Advisory Committees at the rate of \$400 per year for
1867 certificated representatives and \$900 for the committee chair. The committee chair must be a certificated
1868 representative who represents the curricular area on the Instructional Materials Review Committee.

1869 The Curriculum Advisory Committees will meet a minimum of six (6) times each year, establish annual
1870 goals, and keep minutes at each meeting. A copy of the minutes will be filed with the Assistant
1871 Superintendent of Teaching and Learning.

1872 The District Instructional Materials Committee will have district administration, CAC representatives,
1873 community members, and students.

1874 The Instructional Materials Committee will facilitate, clarify, and arbitrate curricular recommendations
1875 and challenges, particularly of supplemental materials (i.e., novels, periodicals, videos, etc.) employees
1876 may use to teach District-adopted curriculum. The committee will conduct final reviews of all curricular
1877 and instructional resources, as outlined in District Policy, and will provide final recommendations for
1878 adoption to the School Board. Currently-approved curriculum, like novels lists, will remain approved
1879 unless scheduled for review.

1880 Special Committees and Task Forces

1881 To facilitate the District's ability to respond to changing conditions, and to facilitate a comprehensive
1882 and inclusive decision-making process within the District, additional committees, referred to as "Special
1883 Committees," may be established.

1884 Training for New Instructional Programs

1885 The District will provide ongoing staff development training for employees assigned or involved in new
1886 instructional data management programs in the District. Training will be made available to employees
1887 **prior to implementation of the programs.**

1888 Tuition Reimbursement

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

- 1890 • for employees taking college-level courses through an accredited college that is working towards a
1891 degree or endorsement
- 1892 • to retrain and/or help recertify employees whose departments have declining enrollment, or
1893 employees who need assistance to recertify
- 1894 • for those employees assigned outside their endorsement(s)
- 1895 • for credits earned in an accredited master's degree program

1896 • pursuing National Board Certification (up to \$1,000)

1897 The District will contribute \$70,000 annually for these purposes. Employees will receive up to, but no
1898 more than, \$100 for each quarter credit, up to a total of 10 credits (\$1000) annually. Application for
1899 these funds will be managed on a first-come, first-served basis.

1900 This fund may be used to reimburse employees for the cost of one (1) WEST-E test annually.

1901 This fund may not be used to reimburse employees for costs related to clock hours.

1902 National Board Certification

1903 The District will give one (1) day of leave with a paid substitute to employees on the day they take the
1904 test for National Board Certification. The employee will provide proof of the date of the assessment test
1905 to the Human Resources Department before a release day is paid.

1906 Section 4: Employee Workload

1907 Multiple Preparations

1908 Recognizing the added effort required for multiple secondary assignments, the District will attempt to
1909 schedule 1.0 FTE secondary employees for three (3) or fewer preparations, unless the employee requests
1910 in writing a greater number. When an employee is requested to teach a schedule requiring four (4) or
1911 more distinctive preparations, they may request Association representation to join them for a review of
1912 their schedule by the building administrator, department head, team leader, and/or grade level leader to
1913 justify the need for the schedule and/or identify possible remedies.

1914 Distinctive preparations are created by teaching different subject areas or courses within the same core
1915 subject area utilizing different adopted core curriculum.

1916 Various levels of elective courses like Fine Arts, P.E., World Language, and Career and Technical
1917 Education do not constitute distinctive preparations. In addition, Special Education courses or unique
1918 high levels of math and science, like AP and IB math and science courses, do not constitute distinctive
1919 preparations. The Association and District will meet and make the determination if any other elective
1920 courses are appropriate to this list.

1921 When it is necessary to assign a greater number of preparations, every reasonable effort will be made to
1922 avoid giving the assignment to an employee new to the department, provisional employees, employees
1923 new to an assignment, and employees who are teaching a course for the first time.

1924 If the above-named employees are assigned more than three (3) preps at the high school level, or more
1925 than four (4) preps at the middle school level, they will be provided a stipend equal to one (1) hour of
1926 per-diem multiplied by each week of the additional prep course.

1927 Employees who choose to teach more than three (3) distinct preps as part of their assignment are exempt
1928 from this section.

1929 Placement of IEP and 504 Students

1930 The principal, in consultation with the affected classroom employee and the resource specialist, will
1931 determine the placement of identified IEP students and 504 students with academic or behavioral
1932 accommodations in a regular classroom.

1933 In the assignment and placement of IEP students and 504 students with academic or behavioral
1934 accommodations in regular classrooms, the District will ensure these students are equally distributed per
1935 classroom employee per grade level/subject area.

1936 Certain secondary classes may be exceptions to these standards: in cases of health and fitness, band,
1937 chorus, limited course or section offerings, or where program content is geared to the needs of Special
1938 Education students.

1939 As an alternative to the equal distribution requirements, a building multi-disciplinary team may make
1940 other arrangements for student placement - i.e., integrated classroom, team teaching, etc.

1941 Placement of New Students without IEPs or 504 Plans

1942 **Within three (3) days of receiving a completed student registration, but no sooner than one day**
1943 **after receiving a completed student registration**, students will be placed in classrooms.

1944 **Prior to students being placed in classrooms**, employees will be made aware of information that may
1945 impact the instructional environment, giving employees adequate time to make classroom preparations.
1946 When complete student information is not immediately available, every effort will be made to gather as
1947 much information on the student as possible.

1948 When information about a student that may have a significant impact on the instructional environment
1949 subsequently becomes available, a building administrator or designee will provide that information to
1950 employees **within one school day**.

1951 Dual Language

1952 In a single-teacher Dual Language model, all students are the responsibility of one bilingual regular
1953 education employee. The instructional responsibilities include, but are not limited to, teaching, planning
1954 for instruction, grading, and parent communication.

1955 In a two-teacher Dual Language model, all students are the responsibility of two regular education
1956 employees, one of whom must be bilingual. The instructional responsibilities include, but are not limited
1957 to, teaching, planning for instruction, grading, and parent communication.

1958 Dual Language employees in a two-teacher model will divide the students equally for conferences.
1959 Individual family requests to confer with both employees will be considered on a case-by-case basis, in
1960 consultation with the building principal.

1961 In the 2022-23 and 2023-24 contract years, the District will pay employees who currently have an ELL
1962 or Bilingual endorsement or have passed the District Bilingual Test an annual \$1,500 stipend.

1963 In the 2024-25 contract year the stipend will increase to \$2000.

1964 In the 2025-26 contract year the stipend will increase to \$2500.

1965 Employees will be provided the stipend for the duration of their Dual Language assignment.

1966 School Nurses

1967 A total of 22.5 additional per-diem hours per nurse will be provided **prior to the first student day of**
1968 **the school year** and an additional 7.5 per-diem hours per nurse will be provided for use **prior to the**
1969 **end of September** for nurses to do cross-training of secretaries and/or paraeducators for medications
1970 and medical procedures to be delegated, complete State-mandated all-staff trainings for life-threatening
1971 health conditions, work on Individual Health Plans, call parents and doctors as needed, set up
1972 medications, attend 504 meetings, get life-threatening health alerts out to staff, and update and complete
1973 immunizations.

1974 When nurses are assigned to help open a new school, they will be paid an additional 15 per-diem hours
1975 to accumulate, file, and disseminate the necessary information to support students who will attend these
1976 new buildings.

1977 Nurses will be released from attendance at Building Professional Days and the Learning Improvement
1978 Day to develop Individual Health Plans for students, review students' immunization status, and discuss
1979 related duties.

1980 The District will assign nurses to schools at a nurse-to-student ratio of 1.0 FTE to 1,500 student
1981 enrollment at all levels, minus full-time Running Start students and Delta students, at each high school.
1982 In determining caseloads, students with a higher acuity of condition (i.e., seizure disorder, diabetes, etc.)
1983 **will be taken into consideration monthly.**

1984 If a nurse's caseload goes over the above ratio (**based on the November 1 count**), the nurse will receive
1985 an additional 7.5 hours of per-diem pay for every additional 100 enrolled students or fraction thereof.

1986 Nurses will develop individual weekly schedules based on student needs and share that schedule with
1987 building office staff and administrators and adjust their schedules, as necessary. These schedules will
1988 include a daily 30-minute duty-free lunch and uninterrupted block of time to complete job duties, similar
1989 to employee preparation time. When this time is interrupted by a student emergency, nurses may adjust
1990 their weekly schedules to accommodate the interruption(s). When accommodations are not possible, the
1991 nurse can document the incident(s) and work with a supervisor to determine if compensation is
1992 appropriate.

1993 Nurses will receive the standard District monthly stipend for the use of their personal cellular devices for
1994 District business.

1995 **Section 5: Overload for General Education**

1996 **Guidelines**

1997 The District will have the first eight (8) school days of each school year to adjust class loads. These
1998 eight (8) days will not count for overload compensation. Overload compensation will begin on the ninth
1999 school day.

2000 The following will apply to overload compensation:

2001 The District, **by the 10th of the following month, will process the overload count, and overload will**
2002 **be paid out on the following paycheck** without generating paperwork for the employee.

2003 The District overload report covers the calendar month ending with the last school day of the month and
2004 will be submitted to the Association President **no later than the 15th of the following month.**

2005 Overloads will be equally distributed between grade level or subject matter area for all employees at
2006 each school.

2007 **Elementary Schools**

2008 A student day at the elementary level is defined as an overload of one (1) student for one (1) full day in
2009 grades where employees generally retain their classes for a full day.

2010 Kindergarten and first grade classes will not exceed 24 students per class. If a class exceeds 24, overload
2011 provisions will take effect.

2012 Grade 2 and 3 classes will not exceed 26 students per class. If a class exceeds 26, overload provisions
2013 will take effect.

2014 Grade 4 and 5 classes will not exceed 27 students per class. If a class exceeds 27, overload provisions
2015 will take effect.

2016 The class size limit for a multi-age classroom will reflect the lowest traditional grade level present.

2017 One-way and two-way Dual Language classes will have the following class size limits:

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

2020 Grade 2 and 3 Classes will not exceed 24 students. If class size exceeds 24 students, provisions for
2021 overload will go into effect.

2022 Grade 4 and 5 Classes will not exceed 25 students. If class size exceeds 25 students, provisions for
2023 overload will go into effect.

2024 When a class in grades K-5 reaches an enrollment count of 31, the Assistant Superintendent of
2025 Elementary Education will notify the Association President.

2026 **Elementary Specialists**

2027 Workload will be the following for health and fitness employees, music employees, technology
2028 employees, and librarians:

- 2029 • workload per class: 24 students in kindergarten and first grade, 26 students in grades 2 and 3, and
2030 27 students in grades 4 and 5.
- 2031 • Schools with fewer than 29 classroom sections will have four (4) specialists: Technology, Music,
2032 P.E., Library. A full-time class schedule for specialists is 25 class sections of 50 minutes per
2033 class, with three (3) five-minute transitions or one (1) 10-minute and one five-minute transition.
2034 Transitions will be scheduled between blocks of three (3) classes or more and before or after
2035 Special Education classes. Classroom teachers have specials four (4) of the five (5) days each
2036 week.
- 2037 • Schools with 29 or more classroom sections will have five (5) specialists: Technology, Music,
2038 P.E., Library, and Exploratory. A full-time class schedule for specialists will be 29 class sections
2039 of 40 minutes per class with three five-minute transitions or one (1) 10-minute and one (1) five-
2040 minute transition. Transitions will be scheduled between blocks of three (3) classes or more and
2041 before or after Special Education classes. Classroom teachers have specials five (5) days each
2042 week.
- 2043 • Specialists will be assigned in-building duties appropriate for certificated employees from the
2044 start of the school day until their first class, and from the end of their last class to the end of the
2045 school day, except during their scheduled prep time.

2046 Elementary specialists will be paid at the rates below.

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

2047 For the 2022-23 school year, the District will make every effort to provide additional FTE to provide
2048 specials when schools exceed the number of classrooms above 25 or 29. If a lack of instructional space
2049 prevents adding or reallocating teacher FTE, classes may be combined to keep the number of classes at
2050 25 or 29.

2051 If it becomes necessary to combine classes, specialists will be provided a stipend of \$500 per class
2052 above 25 or 29 combined. Specialists will be required to teach only 25 or 29 classes, and overload
2053 language will be per class. Student room assignments will be determined by building administration, in
2054 consultation with classroom teachers.

2055 **Specialist Task Force**

2056 **During the 2022-23 school year**, a Specialist Task Force will convene **no later than September 30,**
2057 **2022**, to examine specialist workloads, develop goals, and design meeting schedules. The Task Force
2058 will make recommendations **on or before May 12, 2023**.

2059 The Task Force will include eight (8) specialists – two each from Technology, Music, P.E., and Library
2060 – and seven District representatives. The facilitator will be the Assistant Superintendent of Elementary
2061 Education. Employees will be compensated at the curriculum rate for work outside the contract
2062 workday.

2063 Recommendations from the Task Force will be presented to the District and the Association. Stipends
2064 will remain in place until a replacement plan is developed by the Task Force.

2065 **Secondary Schools**

2066 In middle schools and high schools, student days are used to account for day-limit overloads. A student
2067 hour in secondary schools is defined as an overload of one (1) student for one (1) regular class period.

2068 Overload pay will be calculated using two (2) methods, and the District will pay the greater overload
2069 pay amount. The employee will be paid according to one (1) of the following two (2) calculation
2070 methods for overload pay, which are by the period and by the day and detailed below.

2071 In middle schools, employees will not exceed the maximum number of students listed below for the
2072 number of regular classes taught per day:

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

2073 In middle school fitness classes, using the day overload calculation, employees will not exceed the
 2074 maximum number of physical education classes (excluding health classes taught in an individual
 2075 classroom) taught per day.

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

2076 In high schools, using the day overload calculation, employees will not exceed the maximum number of
 2077 students listed below for the number of regular classes taught per day.

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

2078 In high school fitness classes, using the day overload calculation, employees will not exceed the
 2079 maximum number of physical education classes taught per day.

Total regular classes taught per day	Maximum number of students
1	32
2	64
3	96

4	128
5	160
6	192
7	224

2080 For overload, doubles classes in secondary schools will have a maximum of 24 students in an individual
 2081 classroom.

2082 Middle school Dual Language classes will not exceed 28 students. If class size exceeds 28 students,
 2083 provisions for overload will go into effect.

2084 In music performance classes and large lecture groups, the individual class maximum may be raised.
 2085 Music educators may determine the number of students enrolled in performing classes beyond the class
 2086 size in this CBA. For non-performing classes, the class size language in this CBA is in effect. Daily
 2087 class loads will be computed by determining the fraction of the day assigned to non-performing classes
 2088 multiplied by the daily total allowed under CBA language.

2089 Locker Room Supervision

2090 On school days when students dress down, employees in physical fitness classes will be paid 50 cents
 2091 per student for every student over 30 per period in traditional middle schools and every student over 32
 2092 per period in traditional high schools and will be divided among all employees teaching physical fitness
 2093 classes that hour.

2094 Tri-Tech

2095 Overload is a maximum of 30 students in one class. If class size exceeds the limit, the employee will
 2096 receive overload at the standard rate for secondary schools until the first day an assistant is added to the
 2097 classroom, after which the overload will cease.

2098 Delta High School

2099 Delta High School's overload is based on four classes in the high school overload calculation table in
 2100 this section.

2101 Other Schools/Programs *

2102 ~~Daily Limit/Overload for K-8 MCP Online~~

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

2103 ~~4 Core = Language Arts, Social Studies, Math, Science~~

2104 ~~Electives = PE, Art, Technology, etc.~~

Number of Preps			
Grade Band	3	4	5

68	144	120	96
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2105 * *This section has been replaced by a Letter Of Agreement (LOA), which can be found in the*
 2106 *appendix of this CBA.*

2107 **Endeavor High School**

2108 For overload, Endeavor High School will have a daily maximum of 24 FTE students.

2109 **Comprehensive High School LOC Classes**

2110 For overload, LOC classes at Kennewick, Kamiakin, and Southridge High Schools will not exceed a
 2111 maximum of 93 students per day of five (5) instructional class periods. Individual classes will not
 2112 exceed a maximum of 20 FTE students.

2113 **Phoenix and Legacy High School**

2114 For overload, Phoenix High School and Legacy High School will have a maximum of 24 students in an
 2115 individual classroom.

2116 **Section 6: Overload Compensation**

2117 When an overload occurs, the District will attempt to alleviate the overload in accordance with option 1
 2118 and/or 2 below. If the District does not alleviate the overload through option 1 and/or 2, the employee
 2119 will elect option 3 or 4 below.

- 2120 1) Employees may be employed in addition to those provided for by the Basic Education Act.
- 2121 2) Students may be transferred.
- 2122 3) A paraeducator may be assigned, at the option of the employee. However, when paraeducator time is
 2123 used, that time will consist of at least one-half per classroom at the elementary level, or 50 minutes
 2124 per period of overload at the secondary level. Paraeducator time will be generated outside existing
 2125 programs.
- 2126 4) An employee may elect to receive compensation in lieu of aide time. Employees electing
 2127 compensation will be paid from the first day of overload at the following rates: elementary - \$17.50
 2128 per student per student day, secondary - \$ 3.50 per student per class period.
- 2129 5) For online learning classes at MCP Online and Endeavor High School, an employee will receive
 2130 compensation at \$3.50 for each additional 0.2 FTE student enrollment.

2131 The District may make downward adjustments in existing overloads at any time, including overloads
 2132 being remedied under options 3 and 4.

2133 Overloads will be paid to the employee from the first day of overload, except as noted above, up to the
 2134 time the overload is alleviated or the employee elects to have a paraeducator.

2135 If a classroom employee on sick leave receives overload, overload compensation will be paid to him or
 2136 her for the first 20 days of his or her sick leave. On the 21st day, the substitute employee will begin to
 2137 receive the compensation.

2138 **Section 7: Employee Participation**

2139 **Board Policy and Curriculum Development**

2140 Before adoption of any Board policy, the Association will be given an opportunity to determine if items
 2141 being considered are within the scope of bargaining, - i.e., related to wages, hours, and terms and
 2142 conditions of work. On matters not relating to wages, hours, and terms and conditions of work, the
 2143 District will continue its cooperative efforts to solicit the participation of employees in the development
 2144 and improvement of instructional programs.

District Equity Team

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

Student Behavior Committee

Each building site will have a Student Behavior Committee.

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

Development of building behavior systems will include developing and communicating interventions and behavior-support systems within the school, including alternative interim educational settings within the building as an alternative to suspension, with the goal to minimize the frequency of significant disruptions and ensure continuity of education.

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

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

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

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

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

A pool of 30 hours, paid at curriculum rate, will be available to each school to compensate certificated employees for work outside the contract day. The pool will be divided evenly by the certificated members of the Student Behavior Committee based on attendance at meetings.

Training will be provided for elected members of the committee.

The Student Behavior Committee will be the only behavior committee in buildings.

Section 8: 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 can’t be excluded for more than the balance of the school day or up to two (2) school days unless the behavior warrants further disciplinary action, in 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 employee to send continually disruptive students.

2186 In no event will any excluded student return to the regular classroom until a written plan and/or written
2187 notification has been given to the employee. Only with the consent of the employee may an excluded
2188 student return to the class **during the balance of that class or activity period, or up to the following**
2189 **two (2) school days, or until the principal or designee and the employee have conferred.** Any
2190 restorative conferences between the excluded student, affected employee(s), administrator(s), and/or
2191 parent(s)/guardian(s) will not be during instructional time, prep time (with employee consent), or lunch
2192 time.

2193 Parents of any student so removed from class will be notified **as soon as possible** by the
2194 employee/principal, giving details on the removal and the incidents which caused the removal.

2195 The principal or the employee can request a conference to discuss a student's behavior with the student's
2196 parent or guardian.

2197 **Prior to a student's return to a classroom**, the employee who excluded the student from the classroom
2198 will be informed of the disciplinary action taken against the student. Employees have the right to
2199 recommend stronger disciplinary action.

2200 The District will provide diagnostic or therapeutic personnel and other support services, including
2201 separate adjustment classrooms, for the continually disruptive student. Readmission of a student to a
2202 regular classroom may take place after demonstrated acceptable behavioral changes.

2203 At the employee's request, the District will provide CPI training.

2204 The District will require each principal, with staff input, to create a behavior alert communication
2205 process.

2206 Student Behavior Committees will create a plan addressing the safety of the student, staff, and other
2207 students. The District will give each building the flexibility to create student dress codes, based on
2208 needs.

2209 The Board and the Superintendent will support and uphold its employees in their efforts to maintain
2210 discipline, in accordance with District discipline rules, which will be distributed to each employee **at the**
2211 **beginning of the school year.** The Board supports the authority of employees to use prudent
2212 disciplinary measures for the safety and well-being of pupils and employees. To maintain order and
2213 discipline, an employee may employ the reasonable use of physical restraint, as long as he or she does
2214 not violate Board policies, state laws, or federal laws.

2215 The District will conduct instructional meetings for employees concerning all applicable federal, state,
2216 and local laws; District rules, regulations, and procedures pertaining to student rights; employee rights;
2217 due process; and the processing of student discipline. These meetings will be held **during the workday**
2218 at no cost to the employee.

2219 **Section 9: Site-based Decision Making**

2220 The District values the participation of employees in the site-based decision-making process. The
2221 purpose of site-based decision making is to improve student learning. The District and Association share
2222 the commitment to create a positive culture within the District to support the participation of employees
2223 in shared decision making. The District and Association will model collaboration by seeking mutually-
2224 beneficial solutions to problems, disagreements, and negotiations.

2225 To facilitate this culture, the District and Association agree to the provisions below.

2226 The Board, the administration, and the Association must sign the terms and conditions established in
2227 each building's site council charter.

2228 All schools should try to establish chartered (with bylaws and/or covenants) site councils approved by
2229 70% or more of the employees who vote on the proposed charter.

2230 A democratic process will be used to select the employees of the site council.

2231 The District and Association will agree to the terms and conditions of a waiver procedure.

2232 The parameters of shared decision making by site councils will be limited to areas that directly affect
2233 instruction, like curriculum, instruction design, and materials selection; staff development; building
2234 budget; selection of new staff; etc.

2235 Funding for site councils at each building will be: elementary schools - \$3,000; middle schools – \$5,000;
2236 high schools - \$7,000; Special Education - \$3,000; Tri-Tech Skills Center – \$1,500; Juvenile Justice
2237 Center - \$1,000; Phoenix - \$1,000; and Keewaydin Discovery Center - \$1,000. This funding must be
2238 used to compensate employees for site council work or provide compensation for work related to site
2239 council. Use of these funds (i.e., stipends, per-meeting pay, hourly pay for meetings, professional
2240 development, sub coverage, etc.) will be determined by site council members covered under this CBA.

2241 To pay for expenses related to Special Committee work performed by employees, each building will be
2242 funded as follows: elementary schools - \$2,000; middle schools - \$2,500; high schools - \$3,500;
2243 Juvenile Justice Center - \$500; Phoenix - \$500; and Keewaydin Discovery Center - \$500.

2244 Schools added to the District will have access to these funds.

2245 Site council members and building committee members will be compensated at the curriculum rate for
2246 work completed outside the contract day.

2247 Site councils are assigned the following responsibilities, which may be listed in more detail in other
2248 sections of the CBA.

- 2249 • Site councils at the high schools will determine the configuration of Division Chair positions in
2250 consultation with the building principal.
- 2251 • Site councils will schedule PLC meetings on Early Release Wednesdays.
- 2252 • Site councils will oversee the Building Professional Development funds.
- 2253 • Employees on site councils will work with building principals to establish priorities and budget
2254 allocations to purchase curriculum and instruction materials, develop curriculum, and implement
2255 programs. The primary responsibility for the building budget will be the principal's, subject to
2256 the provisions in this CBA.
- 2257 • Site councils will determine the makeup of the Student Behavior Committee, and representatives
2258 will be selected using a democratic process. Student Behavior Committees may include a grade
2259 level representative, a Special Education representative, a counselor, and a behavior
2260 interventionist, depending on staffing and volunteers.
- 2261 • Site councils will evaluate the need for Building Special Committees. Buildings are encouraged
2262 not to exceed four committees but may use additional available funds (i.e., Federal Programs) to
2263 fund committee work.

2264 **Section 10: Contract Waivers**

2265 The Association and District may waive specific provisions of the CBA in accordance with the
2266 following:

2267 A contract waiver is defined as the intentional waiving of rights or protections in the CBA with the
2268 knowledge and consent of Association members affected by the waiver. Waivers can't affect the entire
2269 Association membership, modify compensation and/or benefits, add provisions to the CBA or delete
2270 provisions from the CBA.

2271 Requests for contract waivers will be submitted to the Association president and the superintendent or
2272 his or her designee for review to determine unanticipated impact on Association members, the
2273 Association, or the District. If the District and Association approve the waiver, it will be submitted for a
2274 vote by the Association members affected by the provisions of the waiver.

2275 A minimum of 80.0% approval of a vote by secret ballot of bargaining unit members is required for the
2276 waiver to be granted.

2277 Contract waiver requests will not exceed one school year and must include the following:

- 2278 • the specific provision(s) of the CBA to be waived
- 2279 • a rationale supporting waiver of the provision(s)
- 2280 • the specific beginning and ending dates for the waiver (not to exceed one school year)
- 2281 • the number and description of the bargaining unit members affected
- 2282 • a description of expected effect of the waiver
- 2283 • the source of the waiver request and how it positively affects students and staff
- 2284 • a description of potential objections, if any, to the waiver request
- 2285 • a list of the possible costs to the District and/or Association if of the waiver is granted

2286 Waivers are not precedent setting.

2287 All CBA language is restored when a waiver expires.

2288 A waiver is supplemental to the CBA.

2289 Disputes about the interpretation or application of a waiver can be grieved.

Article VIII – Special Education

Section 1: Special Education Employees and Itinerants

Conditional Certificates

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

Professional Development Days

In consultation with building administration, employees 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.

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.

Section 2: Individualized Education Plans (IEPs)

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.

IEP Paperwork

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

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

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

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

IEP Meeting Attendance

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

- train all IEP case managers and building administrators annually on the structure of IEP meetings, including how to ensure educators have a chance to share input

- 2328 • train all staff **at the beginning of the school year** on IEP meeting attendance and the structure of
- 2329 IEP meetings
- 2330 • create long-term IEP meeting schedules
- 2331 • ensure IEP meetings are scheduled far enough in advance for educators to arrange schedules to
- 2332 attend
- 2333 • schedule IEP meetings to start **as soon as possible**

2334 **IEP Transition Meetings**

2335 IEP Transition meetings will be held **during the school day** and have substitutes to cover employees’

2336 classes. If the meetings are outside of the contract time the employees involved will be paid at per-diem

2337 rate.

2338 **Additional Per-Diem Hours for Special Education Employees**

2339 An additional 45 hours will be provided to a Special Education employees to plan, prepare for, and

2340 conduct IEP meetings. This will be issued in the form of a stipend **at the beginning of each school year**

2341 and will be paid over 12 months.

2342 To maintain a balanced caseload, Special Education will not exceed 30 IEPs on a caseload. The District

2343 will make every effort to keep caseload sizes down.

2344 However, additional IEP hours will be provided to Special Education employees annually for purposes

2345 of IEP writing and preparation, testing, Special Services-related meetings and other duties as required by

2346 the Special Services program when 30 IEPs is exceeded. IEP hours may be submitted for payment at the

2347 per-diem rate, according to the following schedules:

2348	<u># of Assigned IEPs</u>	<u># of Hours</u>
2349	31-35	48.75
2350	36-40	52.5
2351	41-45	56.25
2352	46-50	60
2353	51-55	63.75
2354	56+	67.5

2355 **Section 3: Special Education Paraeducators and LPNs**

2356 **Assignment of Special Education Paraeducators**

2357 All Special Education paraeducator time will be spent performing duties directly related to providing

2358 Special Education services, as directed by the supervising certificated staff. Additional duties budgeted

2359 outside Special Education will not infringe on Special Education services.

2360 **One-on-One Paraeducators**

2361 When a student requires a one-on-one paraeducator, that paraeducator will not supplant any current

2362 paraeducator nor cause a reduction in paraeducator time as outlined in the CBA. Students with a one-on-

2363 one paraeducator will not count toward overload compensation or additional paraeducator time.

2364 **Special Education Paraeducator Substitute Coverage**

2365 For resource room educators who have multiple paraeducators throughout the day, if a paraeducator is

2366 gone from one (1) period, the educator will receive .25 of a per-diem hour. This can be claimed up to

2367 four (4) periods per day, with a maximum compensation of one (1) per-diem hour per day.

2368 When a Special Education (Pre-K, Resource Room, Tier II, Tier III, CET) paraeducator substitute is not

2369 available and workload is impacted by the absent paraeducator, certificated employees can claim:

2370 One (1) hour of per-diem pay per day when one paraeducator substitute position is unfilled. Up to a
 2371 maximum of 1.5 hours of per-diem pay per day if two (2) or more paraeducators are absent and the
 2372 positions go unfilled.

2373 Workload impact is evaluated based on daily staff and student attendance, staff-to-student ratios (see
 2374 Special Services staffing tables); student need (i.e., feeding, mobility, toileting, behavior, etc.); and loss
 2375 of prep time.

2376 Resource room paraeducators will not be pulled to cover Tier II and Tier III classes. However, based on
 2377 daily attendance and outlined staffing ratios listed in the CBA, staff may be pulled from Tier II, Tier III,
 2378 and Keewaydin Discovery Center classrooms to cover unfilled substitute paraeducators positions within
 2379 the building.

2380 **Licensed Practical Nurses (LPN)**

2381 When a LPN is required for medical procedures/care for students with increased medical acuity, as
 2382 documented in a student’s health care plan, that LPN will not supplant current paraeducator time nor
 2383 cause a reduction in paraeducator time as outlined in the CBA, unless the LPN is assigned as a 1:1
 2384 paraeducator.

2385 **Section 4: District Special Education Itinerants**

2386 **School Psychologists**

2387 Days beyond 180 will be paid at an employee’s per-diem rate. Psychologists will receive 10 extra days
 2388 (75 hours). This time may be spent preparing before the school year (verification of eligibility, meetings,
 2389 etc.) and finishing the school year. Some of these hours will be dedicated to ensuring students who
 2390 transfer in **during the summer** have completed verifications of eligibility so services are not delayed.
 2391 This time will be submitted on monthly timecards.

2392 The District will provide to school psychologists a maximum of 60 hours for work that can’t be
 2393 completed **during the normal workday**, paid at the per-diem rate. This time will be submitted on
 2394 monthly timecards.

2395 **School Psychologists Overload**

2396 For the 2022-23 school year, the caseload for school psychologists will 150 students with disabilities not
 2397 including students identified as Speech and/or Language Impairment or motor only.

2398 If a school psychologist’s caseload at the elementary and/or middle school level goes over 150, the
 2399 District will address the overload using the following compensation:

2400 2022-23 \$2.00 per student per day

2401 If a school psychologist’s caseload at the high school level goes over 150, the District will address the
 2402 overload using the following compensation:

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

	24-25 - \$3.00 per student per day		
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2403 Beginning with the 2023-2024 school year, the elementary and middle school caseload will be 125
 2404 students with disabilities, not including students identified as Speech and/or Language Impairment or
 2405 motor only.

2406 If a psychologist’s caseload goes over 125, the District will address the overload using the following
 2407 compensation:

- 2408 2023-24 \$2.50 per student per day
- 2409 2024-25 \$3.00 per student per day

2410 The District will make every effort to limit the number of buildings assigned to each psychologist. When
 2411 a school psychologist supervises interns, he or she will earn a stipend of \$1,500 a year, which can be
 2412 divided among school psychologists sharing supervision duties.

2413 If it becomes necessary to assign coverage of additional students and/or schools to the caseload of a
 2414 school psychologist due to resignation or temporary leave, the District will compensate the additional
 2415 caseload at per-diem rate. The time worked outside the contract day will be reported by the employee
 2416 and approved by his or her supervisor. Payment is compensation for assuming the responsibilities of the
 2417 school psychologist at the additional school site.

2418 If a need for coverage arises it will be communicated to the school psychologist group. Providing this
 2419 coverage is voluntary and subject to the approval of the supervisor, based on the ability of the school
 2420 psychologist, given his or her assigned caseload, to successfully handle the additional assignment. This
 2421 process is not intended to take the place of the usual job postings and hiring processes when there is a
 2422 vacancy.

2423 **Speech and Language Pathologists**

2424 A total of 45 per-diem hours will be provided for speech and language pathologists to use for work that
 2425 can’t be completed **during the normal workday** - i.e., MDT’s, IEPs, ITPs, parent conferences, home
 2426 visits, building meetings, District Special Services meetings, consultations, and writing reports. This
 2427 time may consist of preparing before the school year and finishing the school year. This time will be
 2428 submitted on monthly timecards.

2429 The District will pay or reimburse professional fees for ASHA memberships.

2430 **Case Management**

2431 The Director of Special Services and each Speech and Language Pathologist (SLP) will schedule three
 2432 (3) working days without students each school year.

2433 The purpose of this provision is to grant time to SLPs to fulfill the case management requirements of
 2434 their designated assignments. These hours must be spent in a District building.

2435 **Speech and Language Pathologist Overload**

2436 A maximum of 50 students. Overload will be determined by IEP monthly count.

2437 When the Speech Language Pathologist’s (SLP) caseload exceeds 50 students, the District will provide
 2438 compensation in accordance with the options outlined in this section. The district will provide \$17.50
 2439 per student week in compensation. If the overload can’t be alleviated, the SLP will receive overload pay
 2440 or request paraeducator time.

2441 If the caseload exceeds 60 students, the SLP will receive overload compensation for the number of
 2442 students over 60 or receive three (3) additional hours of paraeducator time.

2443 If the caseload exceeds 65 students, the SLP will receive additional paraeducator time and overload
2444 compensation for the number of students on his or her caseload beyond 65 students.

2445 When possible, Special Services will limit the number of building assignments for SLPs.

2446 **Occupational Therapists/Physical Therapists**

2447 A total of 45 per-diem hours will be provided for occupational therapists/physical therapists to use for
2448 work that can't be done **during the normal workday** - i.e., MDTs, IEPs, ITPs, parent conferences,
2449 home visits, building meetings, District Special Services meetings, consultations with medical
2450 personnel, procuring equipment, and writing reports. This time may consist of preparing before the
2451 school year and finishing after the end of the school year. This time will be submitted on monthly
2452 timecards.

2453 **Occupational Therapists/Physical Therapists Overload**

2454 A maximum of 40 students, plus at least six (6) hours per day of paraeducator time. Overload will be
2455 determined by IEP monthly count. If a caseload exceeds 40 students, the District will provide \$17.50 per
2456 student week in compensation.

2457 **Teacher of the Visually Impaired (TVI)**

2458 The maximum caseload for a Teacher of the Visually Impaired (TVI) will be 30 students, with at least
2459 6.0 hours per day of Brailist paraeducator time. Overload will be determined by monthly count.

2460 When the caseload exceeds 30 students, overload compensation will be \$17.50 per student week.

2461 When the caseload reaches 40 students, the Director of Special Services and the TVI will decide
2462 whether to continue with overload pay or hire an additional Brailist paraeducator.

2463 When a caseload reaches 45 students, the Director of Special Services and the TVI will decide whether
2464 to continue with overload pay or hire a 0.5 TVI.

2465 A total of 45 per-diem hours will be provided for work that can't be done **during the normal workday**.
2466 The compensation will be paid as a stipend **at the beginning of each school year** and paid over 12
2467 months.

2468 **Medicaid Billing**

2469 All staff eligible to bill Medicaid must bill Medicaid, as per **WAC 392-172A-07005, WAC 392-140-**
2470 **675, WAC 182-537-0350, and RCW 28A.150.392 (D)**.

2471 All employees required to bill Medicaid will be notified by their District supervisors. The District will
2472 provide training in the use of the billing system.

2473 The District will pay for the required licensure for Medicaid billing as well as the continuing education
2474 necessary to maintain licensure.

2475 **National Certification Stipend for Educational Staff Associates (ESAs)**

2476 Certificated ESAs who hold the following national certifications will be paid an annual stipend of \$2500
2477 for the 2022-23 and 2023-24 school years, \$3000 for the 2024-25 school year, and \$3500 for the 2025-
2478 26 school year.

- 2479 • National Association of School Psychologists (NASP)
- 2480 • National Board for the Certification of School Nurses (NCSN)
- 2481 • National Board for Certification of Occupational Therapy (NBCOT)
- 2482 • Federation of the State Boards of Physical Therapy (FSBPT)
- 2483 • American Speech-Language-Hearing Association (ASHA)

2484 If the State discontinues NBCT stipends, the District will not be obligated to continue to pay ESA
2485 stipends.

2486 Certificated ESAs who are eligible for the NBCT stipend are not eligible for this additional stipend.

2487 **Section 5: District Special Education Programs**

2488 **Preschool**

2489 A maximum of 18 students, plus at least 25 hours per week of paraeducator time. When a caseload size
2490 exceeds 18 the employee will receive overload pay at the weekly rate of \$35 per student week.

2491 Session size will be determined by the employee and the Keewaydin Discovery Center (KDC) Program
2492 Coordinator, based on student needs. Considerations include, but are not limited to, mobility, behavior,
2493 safety needs, medical needs, and developmental appropriateness.

2494 If it becomes necessary to exceed 24 students on a caseload, the classroom teacher, KDC Program
2495 Coordinator, and Director of Special Services will assess student and staff safety and student need (i.e.,
2496 classroom scheduling, behaviors, mobility, inclusionary needs, adaptive needs) to determine the
2497 appropriateness of placement and necessary resources and/or supports to be provided, to include
2498 additional paraeducator support or overload pay.

2499 ***Preschool Inclusion***

2500 A maximum of 30 IEP students per full-time Inclusion Preschool employee. At least 6.0 hours per day
2501 of paraeducator time will be provided and directed by the classroom employee.

2502 When the number of IEPs on the employee's caseload exceeds 30, he or she will choose overload pay of
2503 \$35 per student per week or additional overload paraeducator hours.

2504 When the number of students with IEPs on the employee's caseload exceeds 40, a meeting to determine
2505 the need for additional FTE will be held involving the Director of Special Services, the employee, and
2506 the Keewaydin Discovery Center Program Coordinator.

2507 ***Preschool Structured 1 Autism Beginning Communication (PECS) Classroom***

2508 A maximum of 18 students, plus at least 75 hours per week of paraeducator time. When a caseload size
2509 exceeds 18, the employee will receive overload pay at the weekly rate of \$35 per student week.

2510 Session size will be determined by the employee and the KDC Program Coordinator based on student
2511 needs and developmental appropriateness.

2512 If it becomes necessary to exceed 24 students on a caseload, the classroom teacher, KDC Program
2513 Coordinator, and Director of Special Services will assess student and staff safety and student need (i.e.,
2514 classroom scheduling, behaviors, mobility, inclusionary needs, adaptive needs) to determine the
2515 appropriateness of placement and necessary resources and/or supports to be provided, to include
2516 additional paraeducator support or overload pay.

2517 ***Preschool Structured 2 Autism Beginning Communication (PECS) Classroom***

2518 A maximum of 18 students, plus at least 50 hours per week of paraeducator time. When a caseload size
2519 exceeds 18, the employee will receive overload pay at the weekly rate of \$35 per student week. Session
2520 size will be determined by the employee and the KDC Program Coordinator based on student needs and
2521 developmental appropriateness.

2522 If it becomes necessary to exceed 24 students on a caseload, the classroom teacher, KDC Program
2523 Coordinator, and Director of Special Services will assess student and staff safety and student need (i.e.,
2524 classroom scheduling, behaviors, mobility, inclusionary needs, adaptive needs) to determine the

2525 appropriateness of the placement, and necessary resources and/or supports to be provided, to include
2526 additional paraeducator support or overload pay.

2527 **Tier II Autism and Behavior Programs**

2528 All Tier II Behavior classrooms will have a maximum of 12 students, plus at least 18 hours per day of
2529 paraeducator time. When the class size exceeds 12 students, the employee will choose overload pay or
2530 adding an additional six (6) hour paraeducator. District Special Education and building administrators
2531 will assist classroom teachers scheduling students so grade K-2 students and grade 3-5 students are not
2532 together in the Tier II classroom at the same time, to the greatest extent possible.

2533 If the classroom teacher can't develop a schedule for a student, or when a student has behavior issues
2534 that consistently interfere with the learning, safety, or well-being of others, the IEP team will meet to
2535 discuss options (e.g. additional structures and supports, additional staffing, change in student schedule,
2536 modifications of behavior interventions plans, staff training, etc.) The District will implement decisions
2537 to provide a safe alternative educational environment.

2538 If the class size exceeds 17 students, the classroom teacher, principal, and Director of Special Services
2539 will jointly decide whether to provide an additional six-hour paraeducator or continue with overload
2540 pay. If the class size is six (6) students or less, one six-hour paraeducator may be moved to cover leave
2541 or overload at a similar program. Should the program receive a seventh student, the transferred
2542 paraeducator will return to his or her original assignment.

2543 **Autism Self-Contained (Tier III)**

2544 A maximum of nine (9) students, plus at least 19.5 hours per workday of paraeducator time. When the
2545 class size is between 10 and 12 students, the employee will receive one (1) additional 6.5-hour program
2546 paraeducator.

2547 When considering adding 13 or more students, the classroom teacher, building principal, and Director of
2548 Special Services will assess student and staff safety and student need (i.e., classroom scheduling,
2549 behaviors, mobility, inclusionary needs, adaptive needs) to determine appropriateness of placement,
2550 necessary resources, and/or supports, to include additional 6.5-hour paraeducator support or overload
2551 pay.

2552 If, at any time, an employee chooses overload pay in lieu of a paraeducator and concerns arise about
2553 safety, behavior, student needs, etc., then a meeting with the employee, Association representative,
2554 building administrator, and Director of Special Services will occur. A joint decision will be made on the
2555 continuation of overload pay or the use of an overload paraeducator.

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

2556 If the classroom is projected to start the school year with 10 or more students and is staffed according to
2557 CBA language, the Director of Special Services will ask the classroom teacher if he or she would prefer
2558 additional paraeducator time, beginning the first school day, or wait until the ninth day to begin
2559 receiving overload pay, if no paraeducator is requested. If the paraeducator time is requested, the
2560 paraeducator will be in the classroom as long as the class remains in overload.

2561 If the class size is six (6) students or less, one 6.5-hour paraeducator may be moved to cover leave or
 2562 overload in a similar program. If the program receives a seventh student, the transferred paraeducator
 2563 will return to his or her original assignment.

2564 **Lifeskills (Tier III)**

2565 A maximum of nine (9) students, plus at least 13 hours per workday of paraeducator time. When the
 2566 class size reaches 10 students, the employee will choose overload pay or adding a 6.5-hour paraeducator.

2567 For students 11 and 12, the classroom teacher will receive overload pay. If the class size reaches 13
 2568 students, the classroom teacher will choose an additional 6.5-hour paraeducator or continue with
 2569 overload pay.

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

2570 When class size exceeds 13 students, the classroom teacher, building principal, and Director of Special
 2571 Services will assess student and staff safety and student need (i.e., classroom scheduling, behaviors,
 2572 mobility, inclusionary needs, adaptive needs) to determine appropriateness of placement, necessary
 2573 resources, and/or supports, to include additional 6.5-hour paraeducator support or overload pay.

2574 If, at any time, an employee chooses overload pay in lieu of a paraeducator and concerns arise about
 2575 safety, behavior, student needs, etc., then a meeting with the employee, Association representative,
 2576 building administrator, and Director of Special Services will occur. A joint decision will be made on the
 2577 continuation of overload pay or the use of an overload paraeducator.

2578 If the classroom is projected to start the school year with 10 or more students and is staffed according to
 2579 CBA language, the Director of Special Services will ask the classroom teacher if he or she would prefer
 2580 additional paraeducator time, beginning the first school day, or wait until the ninth day to begin
 2581 receiving overload pay, if no paraeducator is requested. If the paraeducator time is requested, the
 2582 paraeducator will be in the classroom as long as the class remains in overload.

2583 ***WaKIDS for Special Education***

2584 Special Education teachers with Tier II and III self-contained kindergarten students will have a half day
 2585 of release time for one (1) to three (3) students and a day of release time for four (4) or more students
 2586 who require assessment.

2587 ***Extended School Year (ESY) materials for Tier II and Tier III***

2588 One (1) hour of per-diem pay per student will be provided to educators in Tier II and Tier III special
 2589 education classrooms to collect and distribute materials for students eligible for Extended School Year
 2590 (ESY), per **WAC 392-172A-02020**.

2591 **Structured Learning Classroom (Elementary)**

2592 A maximum of 12 students, plus at least six (6) hours per day of paraeducator time. When the class
 2593 exceeds 12 students, the employee will receive overload pay or request additional paraeducator time.

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.

Section 6: Calculating Overload for Resource Rooms

Special Education employees will have the following workload:

Elementary, K-5

A maximum of 30 IEP students per full-time Special Education employee. At least 6.0 hours per day of paraeducator time will be provided and directed by the Special Education employee. In addition, at the 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 Education 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 Education employee.

High School 9-12

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

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

Section 7: Special Education/Regular Education Classrooms

Team-taught Classes

In a Team-taught Class, all instructional responsibilities are equally divided between a regular education employee and a Special Education 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 Education employee is responsible for modifying or supporting the instruction for the Special Education students in an Inclusion classroom.

2630 **Section 8: Calculating Overload for Regular Education/Special**
2631 **Education Team-taught Classes in Middle Schools**

2632 A Team-taught Class by a regular education employee and a Special Education employee will be limited
2633 to 27 students using as a guideline a ratio of two-thirds regular education students to one-third Special
2634 Education students.

2635 The regular education students will be assigned to the class roster of the regular education employee,
2636 and the Special Education students will be assigned to the class roster of the Special Education
2637 employee.

2638 The principal and the employees involved will develop Team-taught Classes.

2639 When an overload occurs in a Team-taught Classroom with over 27 students, overload pay for the
2640 period will be split evenly between the regular education employee and the Special Education employee.

2641 Regular education employees will not exceed a maximum of 157 students per instruction day of six (6)
2642 class periods in the team-teaching model.

2643 **Section 9: Overload Compensation for Special Education Classes**

2644 When an overload occurs in a Special Education class, the District will attempt to alleviate the overload
2645 in accordance with option 1 and/or 2 below. If the District does not alleviate the overload through option
2646 1 and/or 2, the affected employee will then elect to take option 3 or to receive compensation.

- 2647 1) Employees may be employed in addition to those provided for by the Basic Education Act.
2648 2) Students may be transferred.
2649 3) A paraeducator may be assigned at the option of the employee. However, when paraeducator time is
2650 used, the time will consist of at least one-half day per classroom at the elementary level, or 50
2651 minutes per period of overload at the secondary level. Paraeducator time will be generated outside
2652 existing programs.

2653 A Special Education employee who elects to receive compensation in lieu of paraeducator time will be
2654 paid as follows:

2655 ***Elementary (K-5)***

2656 Resource Program employees \$3.50 / student day

2657 ***Secondary (6-12)***

2658 Resource Program employees \$3.50 / student hour or \$3.50 / student day

2659 ***District Special Services Programs***

2660	Preschool	\$35.00 / student week caseload limit
2661	Autism	\$17.50 / student day
2662	Tier II	\$17.50 / student day
2663	Lifeskills	\$17.50 / student day
2664	Structured Learning	\$17.50 / student day
2665	Occupational/Physical Therapists	\$17.50 / student week
2666	Speech & Language Pathologists	\$17.50 / student week

2667 The District may make downward adjustments in existing overloads at any time, including overloads
2668 being remedied under option 3 and/or by receiving compensation.

2669 In all instances, overloads will be paid to the affected employee from the first day of overload, except as
2670 noted above, up to the time the overload is alleviated or the employee elects to have a paraeducator.

2671 If a classroom employee on sick leave receives overload, overload compensation will be paid to him or
2672 her for the first 20 days of his or her sick leave. On the 21st day, the substitute employee will begin to
2673 receive the compensation.

2674 **Section 10: Case Management**

2675 **Paid Substitutes for Case Management (Classroom Special Education** 2676 **Employees Only)**

2677 The Director of Special Services will create a schedule of paid substitute employees to cover for each
2678 certificated Special Education employee who teaches a classroom of students. These substitutes will be
2679 made available four (4) times each year and may only be requested for Tuesdays, Wednesdays, and
2680 Thursdays. These hours must be spent in the employee's assigned building.

2681 At the discretion of the Special Education employee, these days may be used outside of workdays, with
2682 employees receiving casual substitute pay for compensation. To claim these hours, employees must
2683 submit the appropriate documentation to the Special Services Department **on or before the last day of**
2684 **June.**

2685 The purpose of this provision is to grant time to Special Education classroom employees to fulfill the
2686 case management requirements of their designated teaching assignments.

2687 For Tier III educators who are required to complete State alternative assessments (WA-AIM), one (1)
2688 additional workday may be taken as release time. The employee may receive one (1) day of pay at per-
2689 diem rate in lieu of the release time.

2690 **Case Management (Managing Additional Caseloads)**

2691 When a Special Education position is unable to be filled with a certified Special Education employee,
2692 employees who hold Special Education certification may be asked to cover part or all of a caseload for a
2693 position. Employees who choose to cover an IEP or caseload will receive four (4) hours of per-diem for
2694 each IEP they write for students not on their normal caseload. In addition, employees will receive one
2695 (1) hour of per-diem for each progress reporting period in which they are responsible for the student.
2696 Completion of any portion of the progress reporting will entitle the employee to the full payment for that
2697 reporting period. Employees can decline to accept additional IEPs and caseloads outside their normal
2698 assignment.

2699 If there is a case with exceptional circumstances on the caseload being covered, the case manager and
2700 Director of Special Services will determine if an additional 7.5 hours of pay or more will be granted per
2701 special case.

2702 This provision will not be used in place of making every effort to fill all Special Education positions
2703 with certificated employees.

2704 **Case Management (Elementary Special Education Employees)**

2705 Unless agreed on by the Special Education staff involved, a student's primary service provider will be
2706 his or her case manager. The case manager will be responsible for all aspects of the IEP process, except
2707 for the goals and objectives of another Special Education provider. The primary Special Education
2708 provider will be the person who spends the most amount of time with the student.

2709 When considering the least restrictive environment for students at the elementary level, IEP teams may
2710 make recommendations for students to be served in more than one Special Education program within a
2711 building. Recommendations from the IEP team will be based on data collection, analysis, and/or student
2712 readiness for a less-restrictive instructional environment. When an IEP team makes this
2713 recommendation, a Special Services administrator will be notified.

2714 When elementary students from a District-level program (Tier II, Tier III) are served in the resource
2715 room, the resource room educator will receive .25 of a student toward caseload overload. The additional
2716 .25 will not be included in the monthly count submitted to the State. Resource room educators delivering
2717 SDI for students in a District-level program (Tier II or Tier III) will provide data to the case manager for
2718 Present Levels of Academic Achievement & Functional Performance (PLAAPFs), goals, and progress
2719 reporting.

2720 Elementary resource room students will not receive SDI from District-level program staff (Tier II or
2721 Tier III).

2722 This language does not change the responsibilities or reduce the primary case manager's caseload or
2723 overload count.

2724 **Section 11: Task Forces and Committees**

2725 **Elementary and Secondary Resource Room Task Forces**

2726 **During the 2022-23 school year**, the District and Association will establish separate task forces, for
2727 elementary resource room employees and secondary resource room employees.

2728 Each Task Force will address case management responsibilities, master scheduling, implications of
2729 inclusionary practices, and financial implications of case management time and provide
2730 recommendations **by the end of the 2022-23 school year**.

2731 The makeup of each Task Force will be jointly determined by the District and the Association. Task
2732 Force members will be compensated at the curriculum rate for work that falls outside the regular
2733 contract day.

2734 **Special Education Committee for Evaluations**

2735 **During the 2022-23 school year**, the District and Association will continue to work as a Special
2736 Committee to develop evaluations for employees who work in Special Education classrooms.
2737 Committee members will be compensated at the curriculum rate for work on the committee that falls
2738 outside the regular contract day.

Article IX – Evaluation

2740

Section 1: Definitions

2741 In this section, Classroom Teacher does not include ESAs, Counselors, Librarians, Psychologists,
 2742 Lifeskills, Autism, Tier II Behavior, Structured Learning, ESL Specialists, Media Specialists, TOSAs,
 2743 Instructional Coaches, Curriculum Specialists, and other bargaining unit members who do not work with
 2744 or assign grades to regularly-recurring and specifically-defined groups of students. Bargaining unit
 2745 members who do not meet this definition will remain in the previous evaluation system, as defined
 2746 elsewhere in this CBA. Specific evaluation forms are in the Appendix of this CBA.

2747 Criteria: one (1) of the eight (8) State-defined categories to be scored.

2748 Component: one (1) of the 22 areas in Danielson’s four (4) domains.

2749 Evaluator: a certificated administrator trained in observation, evaluation, inter-rater reliability, and the
 2750 use of the specific instructional framework and rubrics in this CBA and relevant State or Federal
 2751 requirements. The evaluator will assist the employee by providing support and resources.

2752 Artifacts: products generated, developed, or used by a certificated employee. Artifacts should not be
 2753 created specifically for the evaluation system. Tools or forms used in the evaluation process may be
 2754 considered artifacts.

2755 Observe or Observation: the gathering of evidence made during classroom or worksite visits or other
 2756 visits, work samples, or conversations that provide evidence of performance of assigned duties, to
 2757 examine evidence over time against the instructional or leadership framework rubrics. In the
 2758 Comprehensive Evaluation, two (2) 30-minute observations are required. Audio or video recordings
 2759 can’t be made without prior knowledge and written approval from the employee.

2760 Evidence: examples or observable practices of the employee’s ability and skill in relation to the
 2761 instructional framework rubric. Evidence collection is not intended to mirror a National Boards
 2762 portfolio. It is a sampling of data to determine the level of performance. It should be gathered **during**
 2763 **the normal course of employment**. Documentation related to students and parents may be submitted by
 2764 the employee as evidence.

2765 Plan of Support: a voluntary plan to assist an employee to address identified problems **during the**
 2766 **evaluation cycle**.

2767 Plan of Improvement: a mandatory plan based on the summative score at the end of the evaluation cycle,
 2768 to be implemented the following year.

2769 Not Satisfactory:

2770 Level 1: Unsatisfactory - receiving a summative score of 1 is not considered satisfactory
 2771 performance for employees.

2772 Level 2: Basic - if the classroom teacher is on a continuing contract with more than five (5) years of
 2773 teaching experience, and if a summative score of 2 has been received two (2) years in a row or two
 2774 (2) years within a consecutive three-year period, the teacher is not performing at a satisfactory level.

2775 Student Growth: the change in student achievement between two (2) points in time during a school year.

2776 Student Growth Data: relevant multiple measures that can include classroom-based, school-based, and
 2777 District-based tools. Assessments used to demonstrate growth will be selected by the classroom teacher
 2778 and agreed on by the evaluator. Percentages will not be required by the evaluator as a measurement

2779 standard for student growth. Student growth goals without specific percentages will default to the State
2780 criteria that more than 50% of students will show growth for the teacher to be Proficient.

2781 Distinguished: the significant majority of students meet the growth goal with consideration of limiting
2782 factors, to be discussed by the employee and principal.

2783 **Section 2: State Criteria, Framework, and Scoring**

2784 The purpose of this evaluation system is to help employees with their professional growth. Evaluators
2785 will assume all employees are Proficient. When evaluating, evaluators will look at the requirements for
2786 Proficient and move in either direction based on the evidence. Quality of evidence will be favored over
2787 quantity of evidence.

2788 ***The State evaluation criteria are:***

- 2789 • centering instruction on high expectations for student achievement;
- 2790 • demonstrating effective teaching practices;
- 2791 • recognizing individual student learning needs and developing strategies to address those needs;
- 2792 • providing clear and intentional focus on subject matter content and curriculum;
- 2793 • fostering and managing a safe, positive learning environment;
- 2794 • using multiple data elements to modify instruction and improve student learning;
- 2795 • communicating and collaborating with parents and the school community; and
- 2796 • exhibiting collaborative and collegial practices focused on improving instructional practices and
2797 student learning.

2798 ***Instructional Framework***

2799 The parties have agreed to the adopted evidence-based instructional framework developed by Charlotte
2800 Danielson and approved by OSPI.

2801 ***Summative Performance Scoring***

2802 If the evaluator and employee can't agree on a summative score, the employee may request an
2803 alternative evaluator to analyze the evidence, using the rubric. The summative score is determined by:

2804 1) The performance rating for each of the eight (8) State evaluation criteria is determined by combining
2805 the component score(s) and the student growth scores for criteria 3, 6, and 8. The score for each
2806 criteria is determined by weighing all the evidence and/or artifacts collected, considering growth over
2807 time, and comparing the current performance to the rubric.

2808 2) Evaluators add up the raw score on these criteria and the employee is given a score of Unsatisfactory,
2809 Basic, Proficient, or Distinguished, based on these scores:

2810	08-14	Unsatisfactory
2811	15-21	Basic
2812	22-28	Proficient
2813	29-32	Distinguished

2814 3) Five (5) components are designated as student growth components and are embedded in the
2815 instructional framework. These components are in the criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and
2816 SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of
2817 Low, Average, or High, based on these scores:

2818	05-12	Low
2819	13-17	Average
2820	18-20	High

- 2821 4) The default definition of student growth is more than 50% of the students meeting the goal. If an
2822 employee receives a Distinguished summative score and a Low student growth score, he or she is
2823 automatically moved to the Proficient level for his or her summative score.

2824 **A Low Student Growth Rating**

2825 **Within two (2) months of receiving the Low student growth score, or at the beginning of the**
2826 **following school year**, one (1) or more of the following must be initiated by the evaluator, following a
2827 discussion with the employee:

- 2828 • examine student growth data with other evidence (including observation, artifacts, and student
2829 evidence) and additional levels of student growth based on classroom, school, and District tools
- 2830 • examine extenuating circumstances, potentially including student attendance, class size, sufficient
2831 availability of supplies and equipment for the instructional program, physical learning environment,
2832 preparation time, administrative support, student behavior/discipline, curriculum/assessment
2833 alignment, and other factors that may have contributed to an Unsatisfactory score
- 2834 • schedule monthly conferences with the evaluator to discuss and/or revise goals, progress toward
2835 meeting goals, and best practices
- 2836 • create and implement a professional development plan to address student growth areas

2837 **Applicability**

2838 This evaluation system only applies to classroom teachers, specifically employees with an assigned
2839 group of students who provide academically-focused instruction and grades for students.

2840 Those employees not using the Focused or Comprehensive evaluation will be evaluated using the
2841 evaluation form for their particular job.

2842 **Professional Development**

2843 Evaluative criteria, procedures, and forms will be distributed and explained to all employees in a general
2844 meeting at the building level **prior to the first observation and evaluation, on or before September**
2845 **30**. At that time employees will also be notified whether they will be evaluated using the Comprehensive
2846 or Focused evaluation. An employee newly-assigned to a building must have the evaluation tool
2847 explained before an observation and evaluation occur. Evaluation forms are in the Appendix of this
2848 CBA.

2849 **Procedural Components of Evaluation**

2850 The building administrators, principal, and/or assistant principal(s) will be designated evaluator(s) for all
2851 employees assigned to the building. No employee will be evaluated by an evaluator who has not been
2852 trained in observation, evaluation, and the use of the specific instructional framework and rubrics in this
2853 CBA and relevant State or Federal requirements. Each year, the District will provide the Association
2854 with evidence of the content, and successful completion of, this training for each observer or evaluator
2855 before he or she evaluates bargaining unit members.

2856 **Prior to the completion of the evaluation report**, the evaluator will perform the required observations
2857 of the employee in a formal teaching setting. The time for at least one (1) of the observations will be
2858 pre-determined by the evaluator and the employee. Unless consent is given by the employee, an
2859 employee who has received a 1 or a 2 in a criteria in a previous observation will not be observed on half-
2860 days, late start days, the day before winter or spring break, or on days with assemblies or a modified
2861 schedule. Each regular observation will be at least 30 minutes long and only bargained evaluation forms
2862 will be used.

2863 In addition to observing, the evaluator and the employee will be jointly responsible for the collection of
2864 evidence and artifacts necessary to complete the evaluation. An employee may be asked to provide

2865 evidence or artifacts that are reasonable and sufficient to aid the evaluator when information is not easily
2866 observable or available to the evaluator. Evaluators may not mandate arbitrary numbers or types of
2867 evidence and artifacts.

2868 An employee receiving an Unsatisfactory may contact the Association for counsel and advice and
2869 include Association representation in the evaluation process.

2870 On request, employees may be assigned an alternative evaluator. Requests must be submitted **by**
2871 **October 1** to the Association President and include a specific reason for the change.

2872 **Section 3: Comprehensive Evaluation**

2873 A Comprehensive Evaluation will include all eight of the State criteria. An employee eligible for a
2874 Focused Evaluation must complete a Comprehensive Evaluation once every six (6) years.

2875 ***Pre-Observation Conference***

2876 The pre-observation conference will be held **prior to each formal observation**. The employee and
2877 evaluator will agree when to conference. The purpose of the pre-observation conference is to discuss the
2878 employee's goals, establish a date for the formal observation, and discuss matters like the professional
2879 activities to be observed, the content, the objectives, the strategies, and the observable evidence to meet
2880 the scoring criteria.

2881 ***Formal Observations***

2882 The first of at least two (2) formal observations for each employee will be conducted **within the first 90**
2883 **days of the school year**. The first observation will be prearranged with the employee. The employee
2884 may request additional observations. The total annual observation time can't be fewer than 60 minutes. A
2885 formal observation will not be less than 30 minutes.

2886 Third-year provisional employees must be observed three (3) times, for a total of no less than 90
2887 minutes.

2888 Observations will occur **no later than 10 days after the pre-observation meeting**.

2889 Unless consent is given by the employee, an employee who has received a 1 or 2 in a criteria in a
2890 previous observation will not be observed on half-days, late-start days, the day before winter or spring
2891 break, or days with assemblies or a modified schedule. Each regular observation will be at least 30
2892 minutes long.

2893 The evaluator will document all formal observations using the negotiated form and provide copies to the
2894 employee **within three (3) working days**.

2895 Second formal observations will occur no sooner than six (6) weeks after the first formal observation
2896 and, ideally, in different semesters or trimesters, so that reasonable time can be provided for continuing
2897 professional growth. The observation will occur **no later than 10 working days after the pre-**
2898 **observation meeting**.

2899 The final formal observation will occur **prior to May 10**, unless the employee is on probation, when
2900 timelines under the Probation section must be followed.

2901 All observations will be conducted openly. Audio or video recordings will not be made without the prior
2902 knowledge and written approval of the employee.

2903 ***Informal Observations***

2904 An informal observation is a documented observation of no less than 10 minutes that is not required to
2905 be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.

2906 An evaluator may conduct any number of informal observations.

2907 Informal observations do not have to be in the classroom. Department or collegial meetings may be used
2908 for informal observations.

2909 Documentation will be provided to the employee **within three (3) working days of the informal**
2910 **observation**. Documentation must identify areas of concern, if any.

2911 After an informal observation, an employee may request a conference to discuss the informal
2912 observation.

2913 ***Post-Observation Conference***

2914 The post-observation conference between the evaluator and employee will be held **no later than 10**
2915 **working days after the formal observation**.

2916 The purpose of the post-observation conference is to review the evaluator's and employee's evidence
2917 related to scoring criteria from the observation and discuss the employee's performance.

2918 If there is an area of concern, the evaluator will identify specific concerns for the applicable component
2919 and provide possible solutions in writing to remedy the concern. The evaluator must include a clear
2920 description of the problem, a detailed recommendation or recommendations for improvement, and
2921 specific acceptable levels of performance, as per the language in the framework.

2922 At this time, the employee has the right to provide additional evidence for each scored component. This
2923 evidence must be given appropriate weight and consideration in scoring the component(s).

2924 ***Final Summative Evaluation Conference***

2925 **No later than May 25, or prior to May 15**, if the employee is to receive a score below Proficient, the
2926 evaluator and employee will meet to discuss the employee's final summative score. The final summative
2927 score, including the student growth score, must be determined by an analysis of evidence that is a
2928 holistic assessment of the employee's performance over the course of the year. If the employee is on
2929 probation, the timelines under the Probation section must be followed.

2930 Annual evaluations will be based on all classroom observations and evidence collected for that year.
2931 Evidence may be collected **at the beginning of the evaluation cycle**, which commences **the day after**
2932 **school is dismissed and ends May 1 of the following school year**.

2933 The evaluator must be able to justify the score by comparing the evidence (or lack thereof) to the rubric
2934 for each criterion.

2935 The employee may provide a list of factors limiting his or her performance, which the evaluator must
2936 consider **prior to assigning the final summative score**. Factors may include, but are not limited to:

- 2937 • class size, in accordance with this CBA
- 2938 • sufficient availability of supplies and equipment for the instructional program
- 2939 • Adequate physical facilities and location to accommodate the learning environment, as
2940 necessitated by the area of instruction being taught
- 2941 • preparation time for employees, in accordance with this CBA
- 2942 • administrative support dealing with disciplinary problems, in accordance with this CBA

2943 Employees will not be marked down in subject areas for which they are not endorsed or certificated.

2944 The employee will sign three (3) copies of the Summative Evaluation. Distribution of the final evaluation
2945 form will be: one (1) to the employee, one (1) to the evaluator, and one (1) to the personnel file. The
2946 signature of the employee does not necessarily imply the employee agrees with its contents. The
2947 employee may attach written comments to observations and to the final annual evaluation report and
2948 may seek relief through the grievance procedure. An employee receiving an Unsatisfactory may write a
2949 rebuttal, which will be attached to the observation report.

2950 Only the final evaluation form and rebuttal, if any, is placed in the employee’s personnel file. All other
2951 documents remain in the working files at the school.

2952 ***Comprehensive Evaluation Timeline***

2953 An employee will complete the self-assessment form and share it with his or her supervisor **no later**
2954 **than September 30.**

2955 Student growth goals for criteria 3, 6, and 8 will be proposed by the employee and agreed on by the
2956 evaluator **during the goal-setting conference, to be held no later than October 31.**

2957 The first formal observation **will be completed by December 1.** Pre- and post-observation conferences
2958 should take place after each formal observation.

2959 A student growth summary will be due to the supervisor **on or before April 30.**

2960 The final observation will be completed **by May 10.**

2961 The final evaluation will be completed **by May 25 or prior to May 15** if the employee is to receive a
2962 score below Proficient.

2963 If an employee is on probation, the timelines under the Probation section must be followed.

2964 **Section 4: Focused Evaluation**

2965 The Focused Evaluation is used when an employee is not evaluated using the Comprehensive Evaluation
2966 process and will include evaluation of one (1) of the eight (8) State criteria.

2967 If a non-provisional employee has scored at Proficient or higher the previous year, he or she may choose
2968 to be evaluated using the Focused Evaluation. The employee may remain on Focused Evaluations for
2969 five (5) years before returning to the Comprehensive Evaluation.

2970 A summative score is assigned using the summative score from the most recent Comprehensive
2971 Evaluation. This score becomes the Focused summative score for subsequent years. Should an employee
2972 provide evidence of exemplary practice on a Focused Evaluation criterion, a level 4 (Distinguished)
2973 score may be awarded by the evaluator.

2974 All observations will be conducted openly. Audio or video recordings will not be made without the prior
2975 knowledge of, and written approval from, the employee.

2976 ***Process for Focused Evaluation***

2977 The employee or the evaluator can initiate a move from the Focused Evaluation to the Comprehensive
2978 Evaluation. A decision to move an employee from a Focused Evaluation to a Comprehensive Evaluation
2979 must occur **within the first 60 days of the school year.**

2980 The criterion area to be evaluated will be proposed by the employee and agreed on by the evaluator
2981 **during the goal-setting conference, to be held no later than October 31.**

2982 If the employee chooses criterion 3, 6, or 8, he or she must complete the corresponding student growth
2983 components.

2984 If the employee chooses criterion 1, 2, 4, 5, or 7, he or she must also complete the student growth
2985 components in criterion 3 or 6.

2986 Visits, work samples, or conversations that allow for the gathering and examining of evidence over time
2987 against the instructional framework rubrics may be considered an observation.

2988 ***Informal Observations***

2989 An informal observation is a documented observation of no less than 10 minutes that is not required to
2990 be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.

2991 An evaluator may conduct any number of informal observations.

2992 Observations do not have to be in the classroom. Department or collegial meetings may be used for
2993 informal observations.

2994 A copy of the documentation will be provided to the employee **within three (3) days of the informal**
2995 **observation**. Documentation must identify areas of concern, if any.

2996 After an informal observation, an employee may request a conference to discuss the informal
2997 observation.

2998 A mid-year conference is required to provide feedback on goal and criterion progress.

2999 A group of employees may focus on the same evaluation criterion and share professional growth
3000 activities. This collaboration should be initiated by the employees, and no individual will be required to
3001 work on a shared goal.

3002 ***Final Summative Evaluation Conference***

3003 **No later than May 25, or prior to May 15** if the employee is to receive a score below Proficient, the
3004 evaluator and employee will meet to discuss the employee's final summative score. The final summative
3005 score, including the student growth score, must be determined by an analysis of evidence. This analysis
3006 will be a holistic assessment of the employee's performance over the course of the year.

3007 Annual evaluations will be based on all classroom observations and evidence collected for that year.
3008 Evidence may be collected **at the beginning of the evaluation cycle**, which commences **the day after**
3009 **school is dismissed and ends May 1 of the following school year**.

3010 The evaluator must be able to justify the score by comparing the evidence (or lack thereof) to the rubric
3011 for each criterion.

3012 The employee may provide a list of factors limiting his or her performance that the evaluator will
3013 consider **prior to assigning the final summative score**. Factors may include, but are not limited to:

- 3014
- 3015 • class size, in accordance with this CBA
 - 3016 • sufficient availability of supplies and equipment for the instructional program
 - 3017 • adequate physical facilities and location to accommodate the learning environment, as
3018 necessitated by the area of instruction being taught
 - 3019 • preparation time for employees, in accordance with this CBA
 - 3020 • administrative support in dealing with disciplinary problems, in accordance with this CBA
 - 3020 • evaluation for employees in their endorsement areas

3021 The employee will sign three (3) copies of the final summative evaluation. Distribution of the final
3022 evaluation criteria form will be: one (1) to the employee, one (1) to the evaluator, and one (1) to the
3023 personnel file. The signature of the employee does not necessarily imply the employee agrees with its
3024 contents. The employee may attach written comments to observations and to the final annual evaluation
3025 report and may seek relief through the grievance procedure.

3026 An employee receiving an Unsatisfactory may write a rebuttal, which will be attached to the observation
3027 report.

3028 Only the final evaluation form and rebuttal, if any, are placed in the employee's personnel file. All other
3029 documents remain in the working files at the school.

3030 **Focused Evaluation Timeline**

3031 **During October**, employees will meet with their supervisors, either as individuals or as grade level
3032 teams, to review goal(s) for their chosen focus area.

3033 Employees complete and submit the final student growth goal form **no later than October 31**.

3034 The first formal observation, if appropriate, will be completed **by December 1**. The observation may be
3035 held during PLC meetings, as appropriate to the criteria.

3036 Pre- and post- conferences are not required for the focused evaluation process.

3037 Student growth summary will be due to the supervisor **April 30**.

3038 Final evaluation meetings with individuals or teams will be held **between May 10 and May 25**.

3039 Final evaluation will be completed **by May 25 or prior to May 15** if the employee is to receive a score
3040 below Proficient.

3041 **Section 5: Support for Employees Whose Evaluations are Basic**
3042 **or Unsatisfactory**

3043 The Association will be notified **within 10 school days** when an employee with three (3) or more years
3044 of experience is judged below Proficient on the summative evaluation.

3045 When an employee with three (3) or more years of experience is judged below 3 (Proficient), additional
3046 support will be granted to the employee to support his or her professional development. This may
3047 include, but is not limited to, PAR assistance, District-provided trainings, coursework, various materials,
3048 and assistance from the Association.

3049 If an employee with more than five (5) years of experience receives a Summative Evaluation score
3050 below Proficient, the employee must be formally observed **before October 15** the following year. If that
3051 first formal observation results in ongoing and specific performance concerns, one (1) of the following
3052 may occur:

- 3053
- A structured support or improvement plan will be implemented to support the employee **within the first 60 days of the school year**.
 - The employee may be placed on probation according to the requirements/timelines outlined in the Probation section.
- 3054
3055
3056

3057 **Additional Support for Provisional Employees**

3058 Before non-renewing a provisional employee, the evaluator will have made good faith efforts beyond the
3059 minimum requirements of the evaluation process to assist the employee to make satisfactory progress
3060 toward remediating deficiencies. The efforts may include:

- 3061
- a completed Comprehensive Evaluation, conducted in accordance with Section 3 above
 - a specific and reasonable plan designed to assist the employee to improve his or her performance, including benchmarks defining desired performance and indicating whether it has been achieved
 - a description of the assistance and services the District will provide to the employee to improve his or her performance
 - periodic reports to the employee of the evaluator's judgment on the employee's progress toward remediating deficiencies
 - written notice to the Association and employee **prior to March 1, or 30 calendar days after the employee began work**, whichever is later.
- 3062
3063
3064
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3070

3071 **Section 6: Probationary Procedures**

3072 The requirements of this procedure will be to ensure professional rights and due process are maintained
3073 for the employee involved, ensure accurate assessment of the charges of deficient performance, outline
3074 available District resources, and clearly define and clarify the role of the District and the employee. If it
3075 becomes necessary to place an employee on probation, the action will be in accordance with the
3076 evaluation procedure in this CBA.

3077 An employee’s work is not judged satisfactory, and therefore the employee will be placed on probation
3078 when the overall summative score is 1 - Unsatisfactory.

3079 In addition, a continuing contract employee under **RCW 28A.405.210** with more than five (5) years of
3080 teaching experience whose Comprehensive Summative Evaluation score is 2 –Basic – for two (2)
3081 consecutive years or for two (2) years **within a consecutive three-year time period** will also be placed
3082 on probation.

3083 Employees may only be placed on probation from the Comprehensive Evaluation system described
3084 above.

3085 Employees on continuing contracts who have been assigned to teach outside of their endorsement areas
3086 will not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the
3087 out-of-endorsement assignments.

3088 A probationary process is to be implemented and completed within this timeframe. In carrying out the
3089 probation procedure, the following steps will be followed.

3090 **Step 1**

3091 Before probation is recommended, the principal will meet with the employee in an attempt to resolve
3092 matters relating to performance. This meeting will be held **within 10 days of the date of the fall**
3093 **evaluation and in no case later than January 20**. The employee will have an opportunity to have an
3094 Association representative in attendance at the conference.

3095 **Step 2**

3096 If an employee is to be placed on probation, the Superintendent will notify the employee **after October**
3097 **15 but no later than January 26 of the current school year**. The Association President will be given
3098 notification at least three (3) days before an employee is to be placed on probation. The notification for
3099 probation must be in writing, and a copy of that notification must be sent to the employee. The
3100 notification for probation will include the following:

- 3101 • a clear definition of the problem in terms of instruction deficiency, as related to the evaluation
3102 criteria based on the framework. Once the areas of deficiency and the criteria for improvement
3103 have been established, they can’t be changed.
- 3104 • a clear and reasonable set of expectations delineating what levels of performance would
3105 constitute acceptable performance in the problem areas defined
- 3106 • a prescription for remediation that spells out courses of action and time expectations, so the
3107 employee involved can reach an acceptable level of performance
- 3108 • a prescription for assistance by the principal that spells out courses of action whereby the
3109 employee will be assisted, counseled, and tutored in improving the level of performance to an
3110 acceptable level

3111 **Step 3**

3112 **During the probationary period** the evaluator will meet with the probationary employee at least twice
3113 a month to supervise and make a written evaluation of the progress, if any, made by the employee. The

3114 provisions above will apply to the documentation of observation reports **during the probationary**
3115 **period.**

3116 The probationary employee may request that an additional certificated evaluator become part of the
3117 probationary process, and the request must be granted. Evaluator(s) may be selected jointly and/or
3118 separately by the District and the Association.

3119 The probationary employee may be removed from probation at any time **during the process** if he or she
3120 demonstrates the necessary improvement in the areas specified in the notice of probation.

3121 **Step 4**

3122 On completion of a 60-school day probationary period and after all the steps and processes of the
3123 probationary period have been followed, the evaluator will submit a report to the Superintendent making
3124 one (1) of the following recommendations:

- 3125 • The employee demonstrated sufficient improvement in the stated areas of deficiency to justify
3126 the removal of the probationary status and renewal of the contract. An employee with more than
3127 five (5) years of experience will have earned a score of Proficient. A non-provisional employee
3128 with five (5) or fewer years of experience will have earned a minimum score of Basic, or
- 3129 • the employee has demonstrated improvement in the stated areas of deficiency but should have
3130 the probationary period extended to address areas where further improvement is required, or
- 3131 • the employee has not demonstrated sufficient improvement in the stated areas of deficiency,
3132 constituting grounds for a finding of probable cause for non-renewal of a contract under **RCW**
3133 **28A.405.300** or **28A.405.210.**

3134 In addition, as per **RCW 28A.405.100**, immediately following the completion of a probationary
3135 program that does not produce performance changes detailed in the initial notice of deficiencies and
3136 improvement program, the employee may be removed from his or her assignment and be placed into an
3137 alternative assignment for the remainder of the school year. If reassignment is not possible, the District
3138 may place the employee on paid leave for the balance of the contract term.

3139 The Superintendent will notify the employee of the status of his or her contract renewal in writing **no**
3140 **later than May 15.**

3141 If probable cause for non-renewal of the employee's contract is determined, notification will be made by
3142 action of the Board.

3143 **Non-Renewal (Discharge)**

3144 When a continuing contract employee with five (5) or more years of experience receives a
3145 Comprehensive Summative Evaluation rating of 1- Unsatisfactory for two (2) consecutive years, the
3146 District will, **within 10 days of the completion of the final evaluation conference or May 15,**
3147 **whichever occurs first,** implement the employee notification of non-renewal (discharge) as provided in
3148 **RCW.28A.405.300.**

3149 An employee who is, at any time, issued a written notice of probable cause for non-renewal or discharge
3150 by the Superintendent pursuant to this Article will have 10 working days following receipt of notice to
3151 file any notice of appeal, as provided by statute.

3152 **Evaluation Results**

3153 Evaluation results will be used:

- 3154 • to acknowledge, recognize, and encourage excellence in professional performance
- 3155 • to document the level of performance by an employee of his or her assigned duties

- 3156 • to identify specific areas in which the employee may need improvement, according to the criteria
 - 3157 included on the evaluation instrument
 - 3158 • to document performance by an employee judged Unsatisfactory based on the District evaluation
 - 3159 criteria
- 3160 Human Resources and personnel decisions will be bargained when required.
- 3161 Other uses of evaluation results are subject to bargaining.
- 3162 Evaluators will not consider school or District-wide, building-wide, department, grade level, or any
- 3163 other groups' scores when evaluating the individual employee. For example, there will be no pre-
- 3164 determined limits on the number of 4's (Distinguished) in a school.

3165

Article X – Grievance Procedure

3166 The purpose of the grievance procedure is to provide an orderly and expeditious resolution to employee
3167 concerns or adjustment of a grievance by an employee or group of employees. To facilitate and foster
3168 collaborative problem solving, the District and Association agree to collaboratively provide annual
3169 training to Association representatives and administrators in problem solving and grievance processing.

3170 The grievance procedure may be held in abeyance when the District and Association agree to extend the
3171 timelines or to use trained conflict managers to resolve issues at the lowest level. Principals and
3172 Association leadership are encouraged to problem-solve issues **prior to initiating the grievance**
3173 **process**. Timelines will not begin until the parties fail to resolve the issue informally.

3174 Every reasonable effort will be made to resolve grievances before the close of a school term, or **as soon**
3175 **as possible**.

3176 Definitions

3177 Grievant: an employee or group of employees or the Association filing a grievance on behalf of an
3178 employee or group of employees. A grievance in which two (2) or more employees have the same
3179 complaint will be processed as a single action. The Association will have the right to be present and, if
3180 the employee elects, represent the employee at any point in the procedure.

3181 Grievance: a written statement by a grievant that a controversy, dispute, or disagreement exists due to
3182 the interpretation or application of the terms of this CBA or due to an existing Board policy,
3183 administrative regulation, or condition that jeopardizes employee health and safety.

3184 Days: contract workdays **during the school year** and Kennewick School District business days **during**
3185 **the summer**. Grievance action(s) carried over from the school year will be placed on the summer
3186 schedule by agreement between the Association and the District.

3187 Past Practice: any long-standing frequent practice accepted and known about and agreed to by the
3188 Association and District – or, at least, has been allowed to occur. Past practice is subject to the grievance
3189 procedure if it is clear, consistently applied, not a special or one-time exception to a general rule,
3190 occurred repeatedly, and has existed for a substantial period of time.

3191 Procedures and Steps

3192 A grievance must be filed **within 30 days of the occurrence** of the event about which the grievance is
3193 based or the date on which the event could reasonably have been known to be an alleged grievable
3194 violation, not to exceed 120 days. Grievances arising from application of the Assignment and Transfer
3195 section in this CBA must be filed **within 30 days**.

3196 Timelines and procedures in this section will be strictly followed, unless waived in writing by both
3197 parties. Failure of the grievant to follow the timelines will mean the grievance is withdrawn. Failure by
3198 the District to follow the timelines will automatically qualify the grievance for advancement to the next
3199 step. Failure of the District Administration to meet the timelines at the final step preceding arbitration
3200 will result in the requested remedies being granted.

3201 Grievances relating to interpretation or application of this CBA, when filed in the name of the
3202 Association, may be initiated at Step 3.

3203 **Step 1 - Problem Solving**

3204 The parties agree every effort should be made to settle problems at the lowest level through informal
3205 communication between the employee(s) and his or her or their immediate supervisor(s), or between
3206 Association leadership and the District for grievances that would be initiated at Step 3. The Association

3207 and District agree to encourage the use of problem solving **prior to initiating formal written**
3208 **grievances.**

3209 Grievances will not generally be processed until the employee(s) and, at the employee's, or employees',
3210 discretion, an Association representative have attempted informal two-way communication. An informal
3211 resolution of a problem must conform to the provisions of this CBA and be reported to the Association
3212 President. This step may be bypassed and does not prohibit the initiation of a formal grievance to
3213 preserve timelines, or when either party believes a formal process is necessary.

3214 ***Step 2 – Immediate Supervisor***

3215 The grievant(s) submit(s) a grievance review request to the immediate supervisor, who will propose a
3216 meeting date **within 10 days of receiving the request** and render a written decision to the grievant(s)
3217 **within 10 days of the formal meeting.**

3218 A copy of the grievance review request will be sent to the Superintendent and the Association President.

3219 A copy of the written decision will be sent to the Superintendent and the Association President.

3220 ***Step 3 – District-Level Administrator***

3221 If the grievant(s) is/are not satisfied with the decision of the immediate supervisor at Step 2, the grievant
3222 may refer the grievance to the appropriate District-level administrator **within 10 days of receipt of the**
3223 **decision** and a copy will be given to the grievant's, or grievants', immediate supervisor. The District-
3224 level administrator will meet with the grievant(s) **within 10 days of the grievance being referred to**
3225 **him or her.** Both the District-level administrator and the grievant(s) may have others present at the
3226 meeting who can suggest an acceptable adjustment of the grievance.

3227 The District-level administrator will render a written decision on the grievance and adjustment(s) **within**
3228 **10 days of the grievance being heard.** Copies of the decision will be sent to the grievant, the grievant's
3229 immediate supervisor, and the Association President.

3230 ***Step 4 – Appeal to Superintendent***

3231 If the grievant(s) is/are not satisfied with the decision of the District-level administrator at Step 3, he or
3232 she or they may refer the grievance to the Superintendent **within 10 days of receipt of the decision,**
3233 with a copy going to the grievant's immediate supervisor.

3234 The Superintendent will meet with the grievant(s) **within 10 days of the grievance being referred to**
3235 **him or her.** The Superintendent and the grievant(s) may have others present at the meeting who can
3236 suggest an acceptable adjustment of the grievance.

3237 The Superintendent will render a written decision on the grievance and adjustment **within 10 days of**
3238 **the grievance being heard.** Copies of the Superintendent's decision will be sent to the grievant, the
3239 grievant's immediate supervisor, and the Association President. The Superintendent's office will retain a
3240 copy.

3241 ***Step 5 – Binding Arbitration***

3242 If the grievance is not resolved at Step 4, the Association, at its sole discretion, may advance the
3243 grievance to a final and binding arbitration **within 30 days of receipt of the Step 4 response.**

3244 Arbitrators are selected from a list provided by the Federal Mediation and Conciliation Service or the
3245 American Arbitration Association. The District and Association will rank and strike names of arbitrators
3246 and return separate lists to the appropriate agency for final selection. Hearings will be conducted in
3247 accordance with the rules of the selected agency.

3248 The arbitrator will present a written decision after the close of the hearing.

3249 **During the arbitration**, neither the District nor the Association will present evidence not previously
3250 disclosed. Each party will bear the full cost for its side of the arbitration and will pay one-half the cost
3251 for the arbitrator and administration fees.

3252 **Freedom from Reprisals**

3253 No reprisal will be invoked against an employee for processing a grievance or participating in the
3254 grievance procedure.

3255 **Powers of Arbitrator**

3256 An arbitrator will have no power to alter, add to, or subtract from the terms of this CBA.

3257 **Election of Remedy**

3258 An employee receiving notification of non-renewal of contract, discharge, or adverse effect may
3259 challenge imposed discipline through the grievance procedure. If an employee invokes his or her rights
3260 under statute to challenge the discipline and continues to pursue the statutory appeal process, the
3261 Association may not advance the grievance on behalf of the employee to the arbitration step. The
3262 Association may advance the grievance to the arbitration step on behalf of the employee if he or she
3263 agrees to waive in writing his or her right to challenge the discipline under applicable statute.

3264 If the employee waives his or her right to challenge proposed discipline through the statutory appeal
3265 process and decides to work with the Association to pursue arbitration, the discipline will be held in
3266 abeyance until a ruling is received from the arbitrator. Holding proposed discipline in abeyance does not
3267 prevent the employer from placing the employee on paid administrative leave until a ruling is received.

3268 **Release Time**

3269 Grievances will ordinarily be processed **during the regular workday**, and release time will be provided
3270 for all participants in the investigating and processing of grievances, including the grievant, Association
3271 representatives, and witnesses.

Appendix

Definitions

Abbreviations

Comprehensive Classroom Teacher Evaluation Form (4 Pages)

Focused Teacher Evaluation Form

Certificated Staff Evaluation Form A

Certificated Support Personnel Form A-1

Librarian Evaluation Form A-2

Counselor Evaluation Form A-3

Letter(s) of Agreement

VEBA Form (Monthly Deduction)

Salary Schedules

Calendar

Index

Definitions

Agreement: the Collective Bargaining Agreement signed by the parties.

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

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

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

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

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

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

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

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

Provisional Employee:

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

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

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

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

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

Abbreviations

ADA – Americans with Disabilities Act

ASHA – American Speech-Language-Hearing Association

CET – Community Employment and Transition

CBA – Collective Bargaining Agreement

CPE – Consulting Peer Educator

CTE – Career and Technical Education

ELA – English Language Arts

ELL – English Language Learner

ESL – English as a Second Language

FTE – Full-Time Equivalent

IEP – Individualized Education Plan

KEA – Kennewick Education Association

KSD – Kennewick School District

MOU – Memorandum Of Understanding

NEA-PAC – National Education Association Political Action Committee

OSPI – Washington Office of Superintendent of Public Instruction

PAR – Peer Assistance and Resources

PECS – Picture Exchange Communication System

PLC – Personal Learning Community

RCW – Revised Code of Washington

SPED – Special Education

TOSA – Teacher On Special Assignment

TPEP - Teacher/Principal Evaluation Program

WAC – Washington Administrative Code

WEA-PAC – Washington Education Association Political Action Committee



Classroom Teacher Evaluation

Comprehensive Evaluation

Employee: 0

Building/Program: _____

Evaluator: _____ School Year: _____

Dates of observations: _____ date here _____ date here _____ date here _____ date here Final Conference _____

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

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

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

Criterion Score **0** Student Growth **0** Summative Rating _____

Evaluator comments:

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

Comprehensive _____ Focused _____ Plan of Improvement _____

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

Teacher: _____ Administrator: _____ Date: _____

Fill in shaded areas only



Name:

Year:

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



Name:

Year:

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



Name: _____

Year: _____

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

Name: _____

School: _____

Date: _____



Focused Teacher Evaluation Form

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

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

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

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

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

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

[Click here to enter text.](#)

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

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

Kennewick School District Certificated Staff Evaluation

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

Evaluation Criteria

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

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

VI. Knowledge of Subject Matter

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

Comments: _____

VII. Efforts Toward Improvement When Needed

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

Comments: _____

Date: _____ Teacher _____

Date: _____ Administrator: _____

Evaluatee
Name: _____
Position: _____
Building: _____

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

CERTIFICATED SUPPORT PERSONNEL: Psychologist, Speech & Language Pathologist, Occupational Therapist, Physical Therapist, Vision Specialist, Social Worker Evaluation Criteria

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

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

Comments: _____

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

	Satisfactory	Unsatisfactory	Not Observed
1. Designs and conducts a program providing specific and unique services within the individual's specific discipline.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Demonstrates ability to administer assessment procedures or supervise those who will administer assessment procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Demonstrates ability to assist teachers & administrators in integrating specialized information into the curricular program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Understands his/her specialized role, functions within its confines, and makes referrals where appropriate.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Demonstrates ability to communicate through clear, prompt, & accurate reports.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

III. Classroom Management/Management of Special & Technical Environment: The specialist demonstrates competency in managing and organizing the special materials, equipment, and environment essential to the specialized program.

	Satisfactory	Unsatisfactory	Not Observed
1. Selects or recommends materials, equipment, or evaluation tools appropriate to student needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates the use & an understanding of the limitations and restrictions of devices, materials & procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Organizes, circulates, maintains & evaluates appropriate materials & information.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Effectively manages student behavior & activities within the the specialized environment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

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

	Satisfactory	Unsatisfactory	Not Observed
1. Demonstrates awareness of responsibilities to students, parents, & other educational personnel.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates an interest in students & a positive attitude in working with students, staff, administration & parents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

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

	Satisfactory	Unsatisfactory	Not Observed
1. Consults with other staff, school personnel & parents, concerning the development, coordination, and/or extension of services to those with special needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Interprets characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

VI. Efforts Toward Improvement When Needed

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

Comments: _____

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

Employee: _____ Date: _____

Evaluator: _____ Date: _____

Evaluatee

Name: _____
Position: _____
Building: _____

Evaluator

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

Kennewick School District
Form: A-2

LIBRARIAN EVALUATION CRITERIA

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

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

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

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

Comments: _____

VI. Efforts Toward Improvement When Needed

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

Comments: _____

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

Employee: _____ Date: _____

Evaluator: _____ Date: _____

Evaluatee
 Name: _____
 Position: _____
 Building: _____

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

Kennewick School District
 Form: A-3

COUNSELOR EVALUATION CRITERIA

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

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

Comments: _____

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

- | | Satisfactory | Unsatisfactory | Not Observed |
|--|--------------------------|--------------------------|--------------------------|
| 1. Designs and conducts a program providing specific and unique instruction and services appropriate to student needs. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Demonstrates ability to administer assessment procedures or organize and prepare those who will administer assessment procedures. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Demonstrates ability to assist teachers and administrators in interpreting and integrating specialized information. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Understands his/her specialized role, functions within its confines. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Demonstrates ability to communicate through clear, prompt and accurate reports.. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Demonstrates awareness of professional and community resources and makes appropriate referrals. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments: _____

III. Classroom Management/Management of Special and Technical Environment: The counselor demonstrates competency in managing and organizing the special materials, equipment, and environment essential to the specialized program.

- | | Satisfactory | Unsatisfactory | Not Observed |
|--|--------------------------|--------------------------|--------------------------|
| 1. Selects or recommends materials, equipment, or evaluation tools appropriate to student needs. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Demonstrates the use and an understanding of the limitations and restrictions of tests, devices, materials, and procedures. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Organizes, circulates materials, and evaluates appropriate material and information. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Prepares budget and orders materials. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Effectively manages student behavior and activities within the specialized environment. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments: _____

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

- | | Satisfactory | Unsatisfactory | Not Observed |
|--|--------------------------|--------------------------|--------------------------|
| 1. Demonstrates awareness of responsibilities to students, parents, and other educational personnel. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Demonstrates commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Demonstrates an interest in students and in working with students, staff, administrators, and parents. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Accepts and incorporates criticism and praise to develop professionally. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Demonstrates adaptability and accepts new ideas and methods. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments: _____

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

- | | Satisfactory | Unsatisfactory | Not Observed |
|---|--------------------------|--------------------------|--------------------------|
| 1. Consult with other staff, school personnel and parents concerning the development, coordination, and/or extension of services to those with special needs. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Interprets characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communication. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Comments: _____

VI. Efforts Toward Improvement When Needed

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

Comments: _____

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

Employee: _____ Date: _____

Evaluator: _____ Date: _____

Letter Of Agreement

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

Mid-Columbia Partnership (MCP) Online

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

Overload Provisions

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

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

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

Working Conditions

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

Effective Dates

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

Scope of Agreement

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

For the Association:



Rob Woodford, President
Kennewick Education Association

Date: 8/31/22

For the District:



Doug Christensen, Associate Superintendent
Kennewick School District

Date: 8/31/22

**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 changed such that eligible employees shall receive additional benefits in the form of VEBA Plan contributions equal to:

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

Such contributions shall be calculated and contributed on a monthly basis and the employees salary shall be reduced in an equal amount. Such contributions shall be made on behalf of all group employees defined as eligible and shall be considered and referred to as employer 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 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⁽¹⁾) of unused sick leave. To be eligible during the term of this agreement, an employee must have earned at least 180 days of unused sick leave as of the effective date, not including any front loaded days.

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 hereof 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 **September 1, 2022 to August 31, 2023**

Signed for the Kennewick Education Association

Signed for the Kennewick School District

5/9/22
Date
5/9/22
Date

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

Base in the Contract for 2022-23

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

"Time" in the Contract for 2022-23

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

KEA Actual Total Compensation for 2022-23

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

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

Kennewick School District Calendar

2022 to 2023

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

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

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

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

Oct 2022				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

5 Early Release (9-12)
 7 Mid-Trimester (K-5)
 14 No School for Kindergarten Students
 21 No School (K-12) Staff Professional Day

Nov 2022				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

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

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

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

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

2-3 No School (K-12) Winter Break
 4 First Day Back from Break (ER K-5)
 11 Early Release (9-12)
 16 No School (K-12) MLK Jr. Day
 20 Mid-Trimester (K-5)
 25-27 High School Finals
 27 End of 1st Semester- Early Release (6-12)

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

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

Mar 2023				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

1 Early Release (9-12)
 10 Early Release (K-5), End of 2nd Trimester, Report Card Prep
 13 No School (K-12) (Snow Make-up)
 16-17 Early Release (K-5) Conferences
 24 No School (K-12) Professional Day
 29 Early Release (9-12)
 31 End of 3rd Quarter (6-12)

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

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

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

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

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

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

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

Every Wednesday is Early Release for K-8 students except for Highlands and Park Middle Schools. March 13 and May 26 are scheduled snow make-up days. Any other days that need to be made up will be added to the end of the school year.

Index

504 Plan – 19, 20, 50
Administrative Transfer – 28, 32
Advisory (program) – 21
Basic (evaluation) – 8, 73, 74, 80, 81, 82
Basic Education Act (BEA) – 33, 56, 70
Casual Substitute – 1, 34, 71
Classroom Teacher – 21, 26, 41, 52, 53, 66, 67, 68, 69, 73, 75
Comprehensive Evaluation – 73, 75, 76, 78, 80, 81, 82
Conditional (certificate) – 61
CPE – 12, 43, 44, 45, 46
Career and Technical Education – 17, 19, 20, 41, 47, 49
Curriculum Rate – 16, 19, 21, 41, 42, 53, 57, 59, 72
Distinguished (evaluation) – 5, 74, 75, 78, 83
Dual Language – 28, 50, 51, 55
Early Release – 15, 16, 25, 26, 27, 59
Focused Evaluation – 75, 76, 78, 80
Grievance – 4, 6, 8, 77, 79, 84, 85, 86
IEP – 13, 14, 49, 50, 61, 62, 64, 65, 66, 67, 69, 71
In-building – 12, 16, 29, 30, 31, 32, 38, 52
In-District – 12, 29, 30, 31
Instructional Coach – 47, 48, 73
Leave Replacement Contract – 31
Letters of Direction – 7
OSPI – 5, 17, 20, 63, 74
PAR Program – 43, 45, 46
PAR Pair – 46
PAR Panel – 42, 43, 44, 45, 46
Per-Diem – 16, 18, 19, 20, 30, 32, 38, 39, 49, 50, 51, 62, 63, 64, 65, 68, 71
Plan of Improvement – 46, 73
Plan of Support – 73
Professional Day – 51

Professional Development Days – 18, 19, 25, 30, 61
Proficient (evaluation) – 5, 74, 75, 77, 78, 79, 80, 82
Provisional (certificate) – 34, 43, 46, 49, 76, 78, 80, 82
RCW – 3, 9, 11, 24, 31, 36, 57, 65, 81, 82
Reassignment – 28, 31, 32, 45, 82
Residency Certificate – 61
Retire/Rehire – 11, 33
Section 125 – 3, 4
Seniority – 12, 28, 29, 30, 32, 33, 34, 45
Student Growth – 73, 74, 75, 77, 78, 79, 80
Summative Evaluation – 5, 30, 31, 77, 79, 80, 81, 82
Summative Score – 73, 74, 75, 77, 78, 79, 81
Team-taught Class – 69, 70
TOSA – 12, 39, 73
Transfer – 10, 28, 29, 30, 31, 32, 35, 37, 56, 63, 67, 68, 70, 84
Unsatisfactory – 8, 46, 73, 74, 75, 76, 77, 79, 80, 81, 82, 83
WAC – 9, 11, 17, 57, 61, 65, 68