

D1. Duration – *Amend the preamble as follows:*

This Agreement is entered into this 1st day of September, ~~2013~~ 2016, by and between the Kent Education Association and the Kent School District Number 415. The signatories shall be the sole parties to this Agreement.

*Amend the duration clause as follows:*

This Agreement shall be effective September 1, ~~2013~~ 2016 and shall continue in effect through August 31, ~~2016~~ 2017. This Agreement, together with all the terms, conditions, and effects thereof, shall expire on the date indicated. Negotiations between the parties on a successor agreement shall begin no later than April, ~~2016~~ 2017.

It is the intent of the parties that by mutual agreement any section of the contract may potentially be discussed and modified during the term of the Agreement.

The parties commit to jointly explore interest-based labor/management collaboration during the 2016-17 school year. This topic will be further pursued through the cabinet meetings and Joint Labor-Management Committee described in Article III.

Subject to ratification by the Board of Directors of the Kent School District and the Kent Education Association.

*TA Ben Pate*

*C. P. Pate*

Tentative Agreement  
May 18, 2016

- A1. Association access – *Amend Article III, Section 2 as follows:*

**Section 3.2 – Access**

- A. Representatives duly authorized by the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- B. Visiting Association officers and/or staff will notify the building office of his/her visit upon arrival. ~~If the building supervisor believes the time of the visit will interfere or interrupt normal school operations, a more appropriate time will be suggested by the building supervisor.~~
- C. ~~The Association shall be the only employee organization having the exclusive~~ have the right to use district buildings without cost for meetings and to transact Association business. ~~There will be charges for~~ The Association shall pay the costs of cooks, janitors, or supervisors where it becomes necessary to pay salaries beyond normal working hours, to defray costs for damages to facilities, equipment and fields or pay start-up costs for heat and utilities.

TA Bruce Porter

CPailla

A2, D2 & D3. Communication – *Tentative agreement to amend Article III, Section 3 as follows:*

**Section 3.3 – Membership Communication**

- A. The Association shall have the right to use the employee mailboxes, and to post notices of activities and matters of Association concern on the Association bulletin board. The District shall provide a mailbox in the main office at each school labeled for outgoing KEA mail. The Association also agrees it will not seek to utilize employee mailboxes or to post any materials which are not in the best interest of the District or its normal operation. ~~Copies of all materials posted shall be sent to the Superintendent or designee. The building principal shall be sent a copy of the KEA Compass.~~
- B. The Association agrees to indemnify and hold the District harmless for any and all claims which may arise from any mailed or posted Association material.
- C. The Association may use the District's internal mail distribution system if those communications contain information concerning grievances and/or matters relating to joint KSD/KEA training or in-service opportunities. The Association shall indemnify and hold the District harmless against any and all claims, fines, demands, suits, attorney fees, or other costs as may result from any violation of law that may result from such use of the District's mail service by the Association.
- D. ~~In order to increase the effective use of technology, to allow increased timeliness and efficiency in the management of information, and to promote a greater sense of community and labor management collaboration between the District and Association while maximizing the usage of a resource, the parties have agreed that~~ The Association shall be a part of the District's wide area network with the ability, consistent with the District's adopted electronic access policy, to: (1) share designated files; (2) access the Internet; and (3) create and maintain a World Wide Web server. The District shall provide the KEA president and staff with e-mail accounts (including Internet e-mail). The Association shall be responsible for all telephone, equipment, hardware, software and labor costs for maintaining the Association's local area network.

TA Buzz Prodr  
C. Padilla

Tentative Agreement  
May 18, 2016

A2b. Public records requests – *Amend Article III, Section 4 as follows:*

**Section 3.4 – Availability of Information**

- A. Upon request, the Board shall provide the Association with copies of financial statements that are produced in the regular course of business, copies of reports to the Office of the State Superintendent of Public Instruction, copies of actual and projected enrollments and other relevant financial information produced for the Board of Directors. The Board will also furnish the Association with agendas and minutes of all Board meetings, together with information which may be necessary for the Association to process any grievance.
- B. Upon request, the Board shall make available to the Association addresses of employees, provided that the Association shall ensure that District lists are not released outside the Association.
- C. The District shall inform the Association of any public information requests made by members of the public or outside organizations that may include any information about Association members prior to fulfilling any such request.



A3. Consultation – *Amend Article III, Section 5 as follows:*

**Section 3.5 – Right of Consultation**

- A. The superintendent shall meet periodically with Association representatives at mutually agreed upon times to discuss matters of concern to either party. The Association President and another KEA bargaining unit member designated by the Association shall be invited to meet monthly with the superintendent's cabinet to provide Association perspective on District work.
- B. Prior to adopting any new initiative, major revisions to educational programs, and fiscal changes, or policy or procedure that impacts wages, hours or working conditions, the Board District shall:
1. Provide timely notification to the Association of such proposed revisions, changes, and adoptions.
  2. Provide all relevant information requested regarding such revision, changes or adoptions.
  3. Provide an opportunity for input from the Association with respect to major revisions, changes, and adoptions.

*HA Bunn Probs*

*CP Padilla*

**Tentative Agreement  
May 18, 2016**

- A4. Dues deductions/orientation – *Amend Article III, Section 6, and create a new Section 3.7, as follows:*

**Section 3.6 – Dues Deductions and Representation Fees**

**A. Payroll Deductions**

1. The Association shall give written notice to the District Finance Office of: the dollar amount of dues required of an Association member which are to be deducted during the school year under payroll deduction. This amount shall not be subject to change without at least thirty (30) days written notice to the District Finance Office. Any such change shall be implemented by the District within sixty (60) days of the written notice to the District Finance Office.
2. The deductions authorized above shall be made in twelve (12) equal amounts, one from each pay warrant, allowing for an adjustment following ratification of this Agreement. Employees who commence employment after September or terminate employment before August shall have their deductions prorated for the months the individual is employed.
3. The District Finance Office agrees to promptly remit directly to the Association all monies so deducted, accompanied by two copies of a list of employees for whom the deductions have been made.
4. The Association agrees to reimburse any employee for any sums deducted in excess of the total amount due to the Association at that time, provided that the Association or its affiliate actually received the excessive amount.

**A. B. Membership Deductions Authorization**

1. Within ten (10) days of their commencement of employment, employees may sign and deliver to the ~~Board~~ District an Assignment of Wages Form, which form shall authorize deduction of membership dues required of a member of the Association.
2. In the event a certificated employee who is a member of the Association is granted a one (1) year leave of absence without pay, the authorization shall be temporarily suspended during the one (1) year period of the leave of absence and shall be reactivated at the beginning of the year following the leave of absence.

**B. Representation Fee Deduction**

3. In the event that any individual employed after December 8, 1976, fails to sign and deliver an Assignment of Wages Form described herein, the ~~Board~~ District agrees to deduct from the salary of such employee a representation fee in the amount equal to membership dues required of a member of the Association; provided, however, that employees who have joined the Association and paid by means other than

payroll deduction, as verified by the monthly Association list, and nonmembers as of December 8, 1976, who are not willing to pay the representation fee, shall not be subject to this deduction. Representation fee deductions shall be handled and transmitted by the Finance Office in the same fashion as membership deductions as provided for in this section.

**C. Charitable Organization Deductions**

1. Any employee claiming a bona fide religious objection to the payment of a representation fee or agency shop fee shall notify the Association and the Board District of such objection in writing within ten (10) days of commencement of employment.
2. Finding determination of any bona fide religious objection, the Board District agrees to deduct from the salary of the employee claiming such objection an amount equivalent to the Association dues required of a member of the Association; provided, however, that said monies shall not be transmitted until such time as the Board District is notified that a final determination pursuant to the Act has been made. In the event that it is finally determined that the employee does not have a bona fide religious objection, the Board District agrees promptly to remit to the Association all monies being held.
3. In the event that an employee has been determined by the Association to have a bona fide religious objection to the payment of a representation fee or agency shop fee, the employee shall pay an amount of money equivalent to the regular dues and fees to a designated charitable organization pursuant to RCW 41.59.100. Within ten (10) days of the commencement of employment or determination of bona fide religious objection, whichever occurs later, the employee may sign and deliver to the Association an Assignment of Wages Form, which shall direct the Association to transmit to the designated charitable organization the amount equal to dues deducted from the employee's pay warrant.

**D. Indemnification**

The Association agrees to defend, indemnify, and hold the District (suits by the District excepted) harmless against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any action taken or not taken by the District pursuant to proper implementation of this section, contingent upon:

- (1) the District's agreement that the Association shall be authorized to defend such suit through a mutually agreed upon attorney; but if agreement cannot be reached, an attorney will be selected by an arbitrator; and
- (2) the District's agreement to provide full cooperation and information to the Association in defending any suit which may be brought against it as a result of this agreement.

**Section 3.7 – New Employee Orientation**

- A. All new employees and new guest teachers shall be required to attend a new employee orientation. New employee orientation shall be conducted prior to the first student day of each school year and thereafter new employee orientations will be scheduled during the school year. The District shall provide the Association notice at least forty-eight (48) hours in advance of each new orientation, ~~and provide the Association~~ Within one week following each orientation, the District shall provide the Association a list of the new employees who attended each orientation.
- B. During each orientation the Association shall be provided ~~the opportunity at least thirty (30) minutes~~ to present union business, such as, but not limited to:
1. ~~sharing~~ the union security provisions of RCW 41.59 and the Agreement;
  2. ~~to invite~~ inviting new employees and new guest teachers to become members of the Association;
  3. ~~and to distribute and collect~~ distributing and collecting a signed acknowledgment of receipt of notice of the Agreement's provisions regarding union security and the packet explaining employee rights associated with the agency fee to those new employees who do not elect to become members of the Association during the orientation.

TA Burr Porter

CPM

A5. Release time – *Amend Article III, Section 7 as follows:*

**Section 7 3.8 – Release Time**

- A. Members of the Association ~~may, upon written request and subject to the approval of the Superintendent or his/her designee, shall be granted release time.~~ The Association will submit the names of Association members and the expected days desired to be absent for the school year, if known. All additional requests ~~of fewer than ten (10) employees must be submitted at least five (5) three (3) working days in advance of the expected day(s) of absence; requests for more than ten (10) employees must be submitted at least five (5) days in advance of the expected day(s) of absence.~~
- B. The District will provide release time for up to 35 ~~40~~ KEA members to attend the annual WEA Representative Assembly provided that notice of the dates is provided to the District by January 1. Any request in excess of 35 ~~40~~ members must be approved by the Superintendent.
- C. The District shall make salary payments to and insurance contributions on behalf of such employee if the employee is not on release time, provided that the Association shall reimburse the District for those salary and insurance costs to the District allocable to the release time. When detailed plans for a guest teacher are required of a classroom employee, the Association shall reimburse the District for the cost of the guest teacher only.
- D. In the event the Association fails to reimburse the District as required above, the District may, at its discretion, file a grievance against the Association.

TA Ben Porter

C Padilla

A6. Building Representatives – *Tentative agreement to amend Article III, Section 8 as follows:*

**Section 8 3.9 – Building Representatives**

- A. Association building representatives shall meet with individual school principals periodically at least monthly at mutually agreed upon times to discuss the administration of this Agreement as it relates to that particular school and other matters of concern to either party, provided that neither the principal nor the Association building representatives have the authority to reach any decision which changes this Agreement.
- B. Association building representatives may request information regarding building's long-term maintenance plans and major curriculum changes, including the District's computer plan for the building.
- C. Building representatives ~~may also~~ will have the opportunity for input prior to any final decision on the initial building budget preparation.
- D. If the building principal and a majority of employees in a building approve, then the Association building representative shall not be assigned non-classroom supervision of students.
- E. It is preferred that issues be resolved as efficiently as possible by those closest to the problem. As such, KEA building representatives are encouraged to discuss site-based issues with principals prior to filing a grievance, and may be accompanied by other Association representatives when doing so. Site specific issues may also be raised in the HR/KEA weekly meeting.

DA Brian Porter

D55/A7. Labor-Management Committee – *current contract language*

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**Section ~~11~~ 3.12 – Joint Labor-Management Committee**

- A. The District and the Association agree to establish and participate in a joint labor-management committee to address areas of mutual interest. The parties are responsible for selecting their representatives to the committee. Under no circumstances shall collective bargaining occur in any committee meeting, however recommendations from the committee can be made to the negotiations teams. Likewise, the Labor-Management process will not be a substitute for the contractual grievance process.
- ~~A.~~ B. The Labor Management Committee will be established and will include up to six (6) representatives for the Association and up to six (6) representatives for the District. One week prior to any scheduled Labor Management Meeting, the parties will compile an agenda of issues to be discussed. Meetings will be scheduled monthly but may be canceled or rescheduled by mutual agreement. Employees attending the Labor Management Meeting during their regularly scheduled work day shall not suffer a loss of pay.
- ~~B.~~ C. Although the Labor-Management Committee may discuss the underlying causes of grievances, the Committee will not discuss or resolve individual grievances.

TA Ben Porter

CA Miller

Tentative Agreement  
June 10, 2016

A47. Non-discrimination — *Amend Article IV, Section 1.A as follows:*

**A. Discrimination**

There shall be no illegal discrimination against any employee by reason of race, creed, color, sexual orientation, ~~marital status, sex, disability, age, national origin including gender expression or identity, national origin, marital status, religion, sex, age or the presence of sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability~~ or because of their membership or non-membership in employee organizations or in their exercise of other rights under Chapter 41.59 RCW.



A48/A49. Harassment – *See also A56 and amend Article IV, Section 1.B. as follows:*

**B. Assaults and Harassment**

1. For the purposes of school discipline, "assault" means actual or attempted hitting, striking, or other wrongful physical contact inflicted on another either directly or indirectly through an object, and/or a verbal racial threat or threat to do physical harm in accordance with all applicable state laws.
2. Employees shall be able to work in an environment free from unlawful harassment, including sexual harassment.
3. The District will take necessary and reasonable steps to protect employees who are the subjects of harassment (including sexual harassment), bullying (including cyber bullying and/or stalking), intimidation, impersonation, assaults or threats, regardless if this activity takes place on school campus or off, during the school day or after hours, as long as such conduct is related to the performance of duties for the District. District administrators will respond to assaults and other violent or aggressive behaviors by taking all steps outlined in the school safety protocol (developed by the joint committee described in Appendix X). This portion of the contract regarding the school safety protocol will be reopened no later than April 1, 2017 for the purpose of reviewing, amending and/or accepting the work of the joint committee.
4. When there is a reasonable belief of imminent assault or harassment, any student found to have assaulted, threatened, harassed or bullied an employee will not be returned to the employee's classroom or instructional area without mutual approval of the employee and building administrator.
5. The District will:
  - a. investigate all complaints, allegations, or evidence of such misconduct;
  - b. take disciplinary actions against students and/or employees, where appropriate, for engaging in such misconduct; student discipline will be consistent with Article IV, Section 5.C.1 of this contract. If a student is found to have committed any of the infractions described in this section, the employee's disciplinary recommendation for discipline will be given due consideration.
  - c. notify law enforcement agencies regarding such misconduct, when appropriate;
  - d. cooperate in the prosecution of offenders charged for such misconduct; and
  - e. report to the employee any findings and actions.

6. The Employee(s) will: may file a complaint with the District under the District's policies and procedures when the employee becomes aware of an assault or harassment, bullying, intimidation, or threats; and will cooperate fully with the district's investigation of such misconduct. Employees will not be required to sign a confidentiality agreement but will comply with all legal responsibilities under FERPA and IDEA.

~~• file a complaint with the District under the District's policies and procedures when the employee becomes aware of harassment, bullying, intimidation, or threats; and cooperate fully with the district's investigation of such misconduct.~~

7. When the District investigates allegations of harassment, bullying, intimidation or threats, the District will provide a letter to the employee at the conclusion of the investigation that identifies corroborated allegations, if any, and allegations that were not substantiated, if any. The employee may attach any additional information to such letter and use the letter as he or she sees fit.

TA Buck Porter

C Padilla

A50. Parents and public — *Tentative agreement to add a new Article IV, Section 1.C to read as follows:*

C. The District and Association shall support employees in maintaining a safe and civil work environment. Under RCW 28A.635.100, it shall be unlawful for any person, singly or in concert with others, to intimidate by threat of force or violence any administrator, teacher, classified employee, or student of any common school who is in the peaceful discharge or conduct of his or her duties or studies. Any employee subject to such conduct has the right to end the interaction. The employee shall inform the building administrator, and if necessary, Safety Services. Under such circumstances, administrators and employees will collaborate and agree to determine appropriate communication protocols for future interactions with the person intimidating by threat of force or violence.

A51. Legal redress – *Add a new Article IV, Section 1.D to read as follows:*

D. Legal Redress

Employees may seek legal redress for violations of the law committed by students, parents/guardians, or members of the public against the employee, when such violations occur during the course of the employee's duties. The District will cooperate with law enforcement and prosecutors to the fullest extent allowed by law. Employees who are required to appear in court related to violations of law committed by students shall be entitled to the leave in Article V, Section 7.

TA Bruce Porter

C. Pavulli

Tentative Agreement  
June 10, 2016

D5. Civility – Amend Article IV, Section 1.D as follows:


Adults treating one another with civility and respect is a fundamental component of a successful working relationship and an important practice to model for students. Therefore, ~~criticism~~ constructive feedback between both staff and administrators will be made outside the presence of students, parents, the public arena, or other employees. Before feedback is provided staff and administrators should first seek to understand.. The feedback itself should be professional and solution-focused.

TA Bruce Porter

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**Tentative Agreement  
June 9, 2016**

D60/A52. Video surveillance – *Tentative agreement to add MOU on this topic as a new Article IV, Section 1.E.*



A53. Academic freedom — *Add a new Article IV, Section 1. G to read as follows:*

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G. The District shall provide adequate and developmentally-appropriate instructional materials for all students in accordance with the process identified in RCW 28A.320.230. Employees have a professional responsibility to make appropriate decisions regarding the methods and materials used for the instruction of students aligned with the adopted curriculum and learning goals identified in state law and board policy. In accordance with WAC 180-44-010:

1. It shall be the responsibility of the teacher to follow the prescribed courses of study and to enforce the rules and regulations of the school district, the state superintendent of public instruction and the state board of education, maintaining and rendering the appropriate records and reports.
2. Teachers shall have the right, and it shall be their duty, to direct and control within reasonable professional judgment the studies of their pupils, including the time apportioned to instructional subjects, taking into consideration individual differences among pupils: Provided, that all pupils shall receive instruction in such prescribed courses of study as are required by law and regulations.
3. Teachers shall be responsible for the evaluation of each pupil's educational growth and development and for making periodic reports to parents or guardian and to the designated school administrator.
4. Teachers are required to make daily preparation for their duties, preparation to include attendance at teachers' meetings and such other professional work contributing to efficient school service as may be required by the principal, superintendent or board of directors within the parameters of this CBA.
5. The exercise of full rights of citizenship is guaranteed by the District for employees. Employees may express themselves in the classroom in a manner which best enhances the students' right to learn. In exercising this academic freedom the employee is responsible to use expression in a manner which is appropriate to the age and maturity of the student's level of development, and subject to reasonable limitations placed by the District.
6. Free interchange of ideas leading to clearer understandings at the maturity level of pupils must be expected as a part of effective teaching. This freedom is restricted when it conflicts with basic responsibility to utilize properly the current District-authorized courses of study, District rules, or regulations. Any challenge of employees' use of educational materials on the basis of suitability, upon their presentation of ideas, or upon their literary merit, shall be resolved by utilizing Policy 2331, Controversial Issues, and/or Policy 2311, Instructional Materials.
7. The principle of academic freedom or expression for employee shall not supersede the basic responsibilities of the employee to the education profession. These responsibilities include: (a) a commitment to support the Constitution of the United States, (b) a concern for the welfare, growth, and development of children, and (c) an insistence upon objective scholarship.

TA Burr Portz

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Tentative Agreement  
June 10, 2016

D6/A54. Just cause – *Amend Article IV, Section 2, paragraph 2 as follows:*

**Section 4.2 – Just Cause**

- A. No employees shall be disciplined or reprimanded without just and sufficient cause. No employee shall be subject to discrimination, intimidation, or harassment due to his/her dissent and/or differences with the administration. If an employee objects to any disciplinary action, he/she may use the grievance procedure. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing.
- B. The District shall follow a policy of progressive discipline which shall normally include ~~verbal warning, reprimand, suspension without pay (with or without nonrenewal) letter of warning, letter of reprimand, suspension,~~ or discharge as a final and last resort. Any disciplinary action affecting an employee shall be appropriate to the behavior which precipitated the action as well as any previous disciplinary action on file for the employee.
- C. Any provisional employee who has been the subject of disciplinary action may be non-renewed at the conclusion of his/her current contract year.
- D. Progressive discipline shall not apply in cases of deficient performance covered by Article VIII, Evaluation, or conduct which is of a serious or aggravated nature.
- E. Prior to ~~or at the outset of~~ a meeting held to discuss allegations that may warrant disciplinary action, the employee shall be informed of the purpose, ~~possible outcome,~~ and that the employee has the right to have an Association representative present at the meeting.
- F. The non-availability of an employee's requested Association representative shall not prohibit the investigatory meeting from taking place with a different Association authorized representative. The Association representative shall not obstruct or interfere with the interview. The Association representative shall be able to take notes and ask clarifying questions.
- G. Any complaint not called to the attention of the employee may not be used as the basis for disciplinary action or adverse evaluation against the employee. Any written record made of a complaint against an employee must be called to the attention of the employee within ten (10) working days of the time the record was made.
- H. This section and the grievance procedure, including binding arbitration, will not apply to matters where a remedy is provided by law, including employee performance (except for procedural matters covered under Article VIII, Evaluation), nonrenewal of contract for continuing or provisional employees, discharge, and/or adverse effect upon the employee's contract status.



D7/A55. Personnel files – *Amend Article IV, Section 3 as follows:*

### Section 3 – Personnel File

- A. One personnel file shall be maintained in Human Resources for each employee of the bargaining unit and may contain, but not be limited to: the original employee application, payroll authorizations, recommendations, transcripts, certification documents, correspondence, evaluation reports, and pertinent data concerning the employee.
- ~~A. B.~~ In addition, a building working folder shall be maintained for each employee at each building/work site. A building working folder may be maintained by the building principal or other immediate supervisor. This file may contain materials and notes, including letters and e-mails from parents and students, letters documenting meetings held for possible disciplinary actions, and written directives. No derogatory material shall be placed in the building working folder unless first shared with the employee. The employee has the right to add information in explanation of materials already in the building working folder and may add other items relevant to his/her employment. Materials in the building working folder shall be purged after three years.
- ~~B. C.~~ Employees shall, upon request, have the right to inspect all contents of their District personnel file and/or building working folder. The employee may be accompanied by another person of the employee's choosing to review the personnel file and/or building working folder. Upon request, an employee will be provided a copy of any or all documents contained in the District personnel file and/or building working folder. Employees will be notified of all items that will be placed in personnel files and building working folders as confirmed by initialing or electronic confirmation of delivery, unless the document has been initiated or submitted by the employee. The employee has the right to add information in explanation of materials already in the personnel file and may add other items relevant to his/her employment.
- ~~C.~~ Upon request, an employee will be provided a copy of any or all documents contained in the District personnel file and/or building working folder.
- ~~D.~~ All materials placed in personnel files and building working folders will be dated and initialed by the employee unless the document had been initiated or submitted by the employee.
- ~~E.~~ The employee has the right to add information in explanation of materials already in the personnel file and building working folder and may add other items relevant to his/her employment.
- ~~F. D.~~ Employees may request that letters documenting disciplinary action that are more than three (3) years old be removed from their building working folder provided there has been no further disciplinary action within the three-year period. Any materials filed

longer than five (5) years in the personnel file kept within Human Resources shall, at the employee's request, be removed provided:

- 1) 1. the materials are not required to be retained by law, ~~or;~~
- 2) 2. the materials are not part of a formalized continuing action, ~~or;~~
- 3) 3. that the District may keep documents regarding allegations of physical or sexual abuse or harassment for more than five (5) years if these documents are kept in a sealed file in the possession of the District's legal counsel; ~~or~~
- 4) 4. that the District may keep the employee's evaluation for more than five (5) years if the evaluation is kept sealed in a separate archive.

Such requests shall be made in writing.

E. Materials may only be considered part of a formalized continuing action under subsection D.2 above, if at the time of the employee's written request, the employee:

1. is on a plan for improvement pursuant to Article VIII, Section 1;
2. is on probation pursuant to Article VIII, Section 2;
3. has a grievance pending resolution pursuant to Article IX;
4. has been given notice of probable cause for disciplinary action which is still subject to appeal or being appealed; or
5. has been given notice of probable cause for discharge, adverse effect or nonrenewal of contract which is still subject to appeal or being appealed.

~~G. A building working folder may be maintained by the building principal or other immediate supervisor. This file may contain materials and notes, including letters and e-mails from parents and students, letters documenting meetings held for possible disciplinary actions, and written directives. No derogatory material shall be placed in the building working folder unless first shared with the employee. Materials shall be maintained in the building working folder for a maximum of three years.~~

PA  
Burr Porter

C. Hall

A56. Employee safety – enter into a memorandum of understanding that reads as follows:

The District and Association are jointly committed to providing quality educational programs in a supportive environment which protects the safety and security of all students and staff. An optimal teaching and learning climate for staff and students requires policies and procedures, including student discipline procedures, to make certain that schools are safe and positive places for learning. The rules and policies adopted by the District shall be interpreted to ensure that the optimum learning atmosphere of the classroom is maintained, and that the highest consideration is given to the judgment of qualified certificated educators regarding conditions necessary to maintain the optimum learning atmosphere. (See RCW 28A.600.020(1)).

District policies shall prohibit students from bringing and using weapons and/or dangerous devices, and physically touching school staff in a manner that is designed to threaten, intimidate, and harm staff. See Article IV, Section 1 for support of employees subject to harassment, intimidation and bullying.

The District and Association shall form a joint committee to review current systems, structures and strategies for responding to documented patterns of behavior that have a negative impact on student learning, impact the safety of students or staff, and/or environment of the classroom. The District and Association shall each be asked to appoint six members of the committee. On or before October 15, 2016, the committee shall make recommendations to the District superintendent regarding a school safety protocol for responding to assaults and violent or aggressive student behavior. The District shall implement the protocol on or before November 1, 2016. The joint committee shall continue to meet throughout the 2016-17 school year and propose any other new systems, structures or strategies to the District superintendent by April 1, 2017, for responding to documented patterns of behavior that have a negative impact on student learning. The committee will also investigate the process to be used to implement a "threat assessment." Further, the committee will outline in its protocol the procedure for a student who bring and/or uses weapons, dangerous devices or who physically touches school staff in a manner that is designed to threaten, intimidate and harm staff.

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threat/risk

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TA  
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A57. Employee responsibilities – Amend Article IV, Section 2A as follows:

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A. **Employee Responsibilities.** Employees shall have the following responsibilities with respect to the discipline of students:

1. Each employee shall enforce the prescribed school District rules for student conduct.
2. Each employee shall comply with school District and building rules and guidelines relating to the discipline of students.
3. Each employee shall maintain good order and discipline of students in the classroom, when students are under the employee's supervision, and/or in the employee's presence.
4. Each teacher employee assigned to classroom duties shall keep and maintain accurate timely reports of student progress and daily student attendance. Secondary teachers shall enter grades every two weeks. Special projects may require additional time.
5. Each employee shall conduct him/herself in a professional manner and shall avoid making any statement to any student which may be demeaning or offensive to any student or group of including in their communications and interactions with students.

TA Bruce Parker

C. P. dille

A58. Student discipline — Amend Article IV, Section 2.B.1 as follows:

**B. Employee Authority and Methods of Student Control.**

**1. Employee Authority**

Subject to the limitations set forth below in connection with the emergency removal and corporal punishment of students, all employees shall have the authority to discipline any student for any disruptive or disorderly conduct or other violation of rules for student conduct which may occur in the presence of the employee's supervision. Employees may also recommend the suspension or expulsion of students to the proper school authorities. The staff for each school building shall annually review guidelines for writing objective student discipline referrals. Objective information provided by an employee shall not be changed or altered in any way without the employee's consent.

*Amend Article IV, Section 2.B.2.c as follows:*

- c. Removal. Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under an employee's immediate supervision may be excluded by the employee from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day or until the principal or designee and employee have conferred, whichever occurs first: ~~PROVIDED~~, provided that except in emergency circumstances, the employee shall have first attempted one or more alternative forms of corrective action; ~~PROVIDED FURTHER~~, provided further, that in no event without the consent of the employee may an excluded student be returned during the balance of that class or activity period or up to the following two days, or until the principal or his or her designee and the teacher have conferred. (See RCW 28A.600.020).

*Add a new subsection f to read as follows:*

**f. Repeat Weapons and Serious Assault Offenders.**

Students who bring and/or use weapons and/or dangerous devices, or physically touch school staff in a manner that is designed to threaten, intimidate, or harm shall be excluded from school or class under conditions allowed by state and federal law.

*Delete explanatory note that reads as follows:*

Suspension requires the principal to deny a student the right of attendance for a stated period of time.

TA Buzz Porter

Chadler

D8/A59. Employee rights – *Amend Article IV, Section 5.C as follows:*

**C. Employee Rights.** Employees shall have the following rights with respect to discipline of students:

1. Each employee shall be entitled to appropriate assistance and support from building administrators in connection with discipline problems relating to students.
2. Each employee shall be advised of any complaint from an identifiable source made to the principal or other school District administrator regarding the employee's discipline of students. The employee shall be given the opportunity to present her/his version of the incident and to meet with the complaining party in the event that a conference with the complaining party is arranged.
3. Each employee may use such action as is necessary to protect herself or himself, a fellow employee or administrator, or a student from attack, physical abuse or injury.
4. Each employee is entitled to an annual review of the written school District and building rules and guidelines relating to the discipline of students.
5. Each employee required to accept a student into class who has committed physical, or verbal assault upon ~~an~~ any employee shall have the authority <sup>to</sup> impose emergency removal and recommend an appropriate sanction which may include suspension or expulsion upon said student for misconduct.
6. Before any student is admitted into a class (a) after having assaulted, threatened, or intimidated by threat of force or violence an employee; or (b) if the student has a documented history of violent or threatening behavior, all receiving employees and any other personnel who, in the judgment of the principal with input from one or more of the employees to whom the student is assigned, supervise the student or should be aware of the student's record, shall be notified.
  - a. A written plan for behavior improvement and specific behavior expectations shall be developed by the principal and the appropriate employee(s). The principal and the employee, at the employee's option, shall meet with the parents or guardians and the student to review and discuss the conditions of behavior improvement and behavior expectations before the student will be admitted to the class.
  - b. If a student is already the subject of a current Functional Behavioral Analysis (FBA), Behavioral Intervention Plan (BIP), an Individualized Education Plan (IEP), a 504 Plan, or some other written plan based on the student's education and/or behavioral needs, the school need not create another plan under this section, except as required by state or federal law. Under such circumstances, however, the plan shall be shared with other employees or personnel as required

by this section. A student may only be excluded from school or a classroom under this section if such exclusion is not in conflict with state or federal law.

7. For the purposes of this section, "history of violent and threatening behavior" includes serious violent acts or threats to commit serious violent acts of which the school has notice and which have occurred within a sufficiently recent period of time so as to warrant concern from a reasonable person that the student may pose a threat to staff or other students.

p Dofz

TA Burr Porter

C. Radtke

Tentative Agreement  
June 10, 2016

A60. Release from contract – *Amend Article IV, Section 6.A&B as follows:*

**Section 4.6 – Employment Contracts**

**A. General Conditions**

1. No employee shall be employed in a position of a certificated employee with the District except by written order of a majority of the Board of Directors of the District at a regular or special meeting thereof, nor unless the employee is the holder of a valid certificate required by law or the State Board of Education for the position for which the employee is employed.
2. The Board shall make with each employee employed by it a written contract, which shall be in conformity with the laws of the state, and except as otherwise provided by law, limited to a term of not more than one year. The contract forms for regular, supplemental, and separate contracts are attached hereto as Exhibits E, F, and G. Every such contract shall be made in duplicate, one copy to be retained by the school District superintendent or secretary, and one copy to be delivered to the employee.
3. Release from contract: An employee under contract shall be released from the obligation of the contract upon request under the following conditions:
  - a. A letter of resignation must be submitted to Human Resources with a copy to the employee's immediate supervisor.
  - b. A release from contract prior to July 1 shall be granted provided a letter of resignation is submitted prior to that date.
  - c. A release from contract after July 1 shall be granted provided a satisfactory replacement can be obtained.
  - d. A release from contract shall be granted upon the employee's request in case of illness as verified in writing by the employee's physician.

**B. Regular Contracts**

1. Regular contracts are as follows:
  - a. Continuing contract: for regular certificated employees employed pursuant to RCW 28A.405.210.
  - b. Provisional contract: for certificated employees new to the District, as designated in RCW 28A.405.220.



**Tentative Agreement**  
**June 10, 2016**

- c. Leave replacement contract: for certificated employees hired to replace employees who have been granted leave, pursuant to RCW 28A.405.900. Certificated employees may be hired on a leave replacement contract basis to replace an employee who has been or will be on a leave of absence, either with or without pay, for a period exceeding three (3) months. Such contract will not be issued, however, unless the District holds a written statement from the employee on leave to the effect that the employee will not return for the balance of the leave replacement contract.
  - d. Retire/rehire contract: for certificated employees who have retired from Plan I of the Teachers Retirement System pursuant to RCW 41.32 et seq. In order to address employee shortages, particularly in hard-to-fill positions, certificated employees who retire and are separated from service for at least one full calendar month may be rehired for up to 867 hours per school year while receiving a full pension (ESHB 181). Retired/rehired employees are not leave replacement employees although the law treats them as if they were for the purposes of continuing contract provisions. Positions for which a retired applicant might be considered must be posted and interviews must be held.
2. Length of Contract. The length of the annual employee base contract shall be defined by the legislature.

A61. Supplemental contracts – *amend Article IV, Section 6.C.1.a as follows:*

1. Supplemental Contracts:

- a. There shall be a supplemental contract for Board-authorized extra-curricular and supplemental assignments pursuant to ~~Article VI, Section 6, and Article VI, Section 7-A,~~ and RCW 28A.405.240 and all applicable sections of this Contract.
- b. Supplemental contract positions shall not be obligatory but shall be with the consent of the employee. Preference in making such assignments shall be given to current employees.
- c. Supplemental contracts for extra-curricular and supplemental assignments are for one year. An employee with a supplemental contract will be reissued a supplemental contract for the same assignment for the ensuing school year unless:
  - (1) i. The employee is no longer a member of the building staff, unless it is mutually agreeable that he/she retain the supplemental assignment;
  - (2) ii. The duty is no longer authorized and the employee is notified by the first day of school or the first day the activity begins, whichever is earlier; or
  - (3) iii. The performance of the duty was “not satisfactory,” pursuant to Article X, Section 1.
- d. Should a supplemental contract not be reissued, the employee is entitled to a written statement from the immediate supervisor stating the specific cause (s) for non-issuance of the contract by and the employee is notified by the first day of school or the first day the activity begins, whichever is earlier.

TA Ben Padu  
8-18-16

*[Handwritten signature]*

A62. Separate contracts – Amend Article IV, Section 6.C.2 as follows:

**2. Separate Supplemental Contracts for Educational Excellence Extended Work Years**

There shall be a separate contract for Board-authorized additional days/duties pursuant to all sections of this collective bargaining agreement and RCW 28A.405.240 for the following specific positions, provided that employees who are offered such contracts shall, as a condition of employment, be required to accept and perform such contracts:

~~a. There shall be a separate contract for Board-authorized additional days/duties pursuant to Section 7, SB 3235, 1985 Laws of Washington, for:~~

~~(1) Additional days/duties pursuant to Article VI, Section 4-B; and~~

~~(2) The following specific additional days/duties, provided that employees who are offered such contracts shall, as a condition of employment, be required to accept and perform such contracts:~~

~~(a) a. Employees under regular contracts: one (1) day. The day before school shall be designated for classroom preparation but may be worked any time after August 15 and prior to the first day of school at the employee's discretion.~~

~~(b) b. Employees under regular contracts: two (2) days. The District will provide two building-directed workshop days. These days will be scheduled on the two days before the floating prep day in (a) above. These days will replace the LID days which were not funded by the State Legislature. Employees will be paid at their per diem rate for these days. The number of hours of pay will be determined by the employee's FTE status. In the event funding is restored for the LID days, the District will not be required to provide these additional paid days.~~

~~(c) c. Psychologists: ten (10) days in addition to (a) and (b) above. Three (3) days will be used between August 15 and the start of the school year. Three (3) days will be used immediately after the school year. The remaining four (4) days will be scheduled at the discretion of the psychologist to complete student evaluations/re-evaluations and meet timelines as required by state and federal law and such professional duties, including, but not limited to, consulting with staff on behavioral strategies, social behavioral instructional programming for students, development of progress monitoring systems, and consultation on tiered interventions.~~

~~(d) d. Secondary counselors: ten (10) days in addition to (a) and (b) above.~~

e. Elementary counselors and social workers: three (3) days in addition to (1) and (2) above for work related to PBIS, contacts with families of students with IEPs and 504 plans, family engagement, and helping families locate resources for success in school.

- (e) f. Secondary librarians: ten (10) days in addition to (a) and (b) above.
- (f) g. Elementary librarians: five (5) days in addition to (a) and (b) above.
- (g) h. Vocational employees: as mandated by the District's vocational program and accreditation requirements.
- (h) i. Curricular leaders: based on the following teacher FTE formula:

<u>Responsibility for Teacher FTE</u>	<u>Days</u>
10 or more	8
8.0-9.9	6
6.0-7.9	4
4.0-5.9	3
0-3.9	2

(i) j. **Nurses**

- i. Nurses shall be released from District/Building directed activities occurring during to (a) and (b) above.
- ii. Nurses will receive additional days beyond (a) & (b) to be used between August 15 1 and the start of the school year. The number of days prior to the school year will be based on school/program assignment as follows:
  - High Schools: five (5) days of nursing time for each school.
  - Middle Schools: ~~Two and one half (2.5)~~ Three (3) days of nursing time for each school.
  - Elementary Schools: Two and one half (2.5) days of nursing time for each school.
- iii. These days shall not be pro-rated based on the employee's FTE; however, if a school's nursing services are shared by two (2) or more certificated nurses the nurses will coordinate the distribution of the pre-service nursing time for that school, in consultation with the building principal and/or the nursing team facilitator. Up to three (3) additional days, beyond the days listed above shall be available at the nurses' discretion using Principal Effective Education funding.
- iv. This time will be used to complete state mandated Individual Health Plans (IHPs) and any other related work deemed necessary to meet the IHP requirements. These activities include, but are not limited to, preparation for students with life threatening conditions, related communications with primary

health care providers, communication and conferences with parents and students, and education of all involved staff members prior to the first day of school. This time will also be utilized to develop immunization reports and determine whether students are in compliance with state requirements.

v. An additional one (1) day per school will be used immediately after the school year to ensure the legal record keeping necessary after the last day of student contact time and the appropriate preparation of the health room for the summer.

~~b. Separate contracts for additional days/duties are for one year. An employee with a separate contract shall have no right to be reissued a separate contract for the ensuing year.~~

~~c. Separate contracts shall be governed by Section 7, SB 3235, 1985 Laws of Washington, and not by the provisions of this Agreement, except as specified in paragraph 2-a and b, above, and the corresponding salary provisions of Article VI, Section 4.~~

3. The parties recognize that an integral part of the District's educational program is provided by a professional staff with teaching or ESA certificates. Therefore, it is the intent of the parties that work currently performed by members of the bargaining unit pursuant to "Certificated Employee Contracts" will continue as a rule to be performed by bargaining unit members, assuming qualified personnel are available. This intent means that, subject to the District's authority under Article VII, Section 8, bargaining unit members will not be laid off due to changes in the method of providing educational services in the District. This intent also means that new professional staff positions due to enrollment growth will be filled by qualified certificated personnel. At the same time, the Association recognizes that program needs and financial opportunities warrant the continued practice of using non-bargaining unit individuals for projects and programs on a limited basis.

TA Buzza Pater  
8-27-16

Christie Pater

#### Section 4.7 – Assignment

##### A. Definition of Assignment

Assignment is defined as the grade level and/or subject area to be taught in a specific school building or buildings by an employee in an academic year.

- B. The District recognizes it is important to consider the interests, skills, certification and experience of employees in the assignment process. Principals will consult employees regarding the subjects and/or grade level they would prefer to teach. Principals will consider employee input, experience, interest, and skills when making decisions regarding teaching assignments. Secondary employees will normally be assigned in their endorsed area(s).

##### C. Change in Assignment

If a change in assignment is made, the principal will provide written notification, including the reason for such a decision, to the effected affected employee and the assigned school improvement officer and the appropriate Human Resources administrator. If the employee does not agree with the change in assignment, s/he may appeal the principal's decision to the appropriate Human Resources Chief or designee administrator. The appeal will not delay the change of assignment. Such appeal will be made within five (5) days of receipt of the notice. The District will respond within two (2) days. Prior to the end of the school year, principals will determine teaching assignments and make the information available to employees. If, after this date, it is determined that a change in an assignment must be made due to changes in staffing, enrollment, adjustment of master schedule (secondary schools) or other changing building needs, the employee will be notified as soon as possible, but no later than the first contracted work day, of the employee's new assignment. Such notification shall be made in writing and will include the position, building, grade level, subject, program, or course and other pertinent information including a statement of employee rights/options, concerning the assignment. Evaluation results for certificated classroom teachers must be used as one of multiple factors in staff assignment per RCW 28A.405.100. Student test scores will not be used as a factor for staff assignments outside of the evaluation process.

##### D. National Board

Employees in the process of pursuing National Board Certification shall not be reassigned during the certification process.

##### E. K-6 Split Classes

Secondary employees will normally be assigned in their endorsed area(s). Beginning in 2014-15 the The District will not assign a K-6 general education teacher with less than three (3) years of teaching experience to a split class, unless no other options are

p 1 of 2

available. Every effort, including the hiring of new employees, will be made to minimize the number of K-6 general education split classes.

#### **F. Compensation and Assistance**

If a change in assignment and/or classroom occurs during the school year (including pre-service days), the employee may will at his/her discretion, request to either receive two (2) days per diem compensation or be relieved of regular duties for two (2) working days to complete the change. Employees who initiate/volunteer for changes of assignment and/or classroom move do not qualify for compensation. Whenever a classroom move occurs, the District will provide boxes and needed moving supplies and will move all materials.

#### **G. Supplemental Contract Positions**

Supplemental contract positions shall not be obligatory but shall be with the mutual consent of the employee and the building administrator. Preference in making such assignments shall be given to current employees.

#### **B.H. Change in Curriculum Responsibilities**

A change in an employee's curricular responsibilities initiated by the District may include but are not limited to:

- 1). Change in content or grade level with no training or experience in that content or grade level within the preceding four (4) years.
- 2). Change in special education programs (Example: reassignment from an IP classroom to an ASC classroom.
- 3). An employee moving to a school where there is a significant difference in a school-wide program. (Example: moving from a school with a traditional grading system to a school with a standard based grading.

If the Kent School District does not provide training, employees who assume a change in curriculum responsibilities may, select up to two (2) of the following paid options, including but not limited to:

1. One day (7.5 hours) per diem time for preparation of instructional material
2. One district in-service workshop in the new curriculum area
3. One day of paid release time for classroom observation in the new curriculum area
4. Participation in a district-sponsored training workshop
5. Other options, as mutually agreed upon with the employee's supervisor
6. Seven and one-half (7.5) hours of Principal Effective Education hours.

TA Barr Porter

C. Padilla

D10/A64. Vacancies/transfers – Amend Article IV, Section 8 as follows:

**Section 4.8 – Vacancies and Voluntary Transfers**

**A. Definitions**

1. A “vacancy” shall be defined as a new position or a position not already filled by an employee from within a building.
2. A “transfer” shall be defined as a change from one building to another without change in salary.

B. Vacancies for positions covered by this bargaining unit will be posted on the District’s website under “KSD Careers,” copies of which will be forwarded electronically to the Association office as they become known except: (a) for a leave replacement contract position and (b) for positions where a person previously on leave replacement contract is being recommended to fill the vacancy. Prior to the summer vacation period, the District shall provide information to employees regarding the use of the certificated job line for announcement of summer vacancies.

~~Vacancies for any positions covered by this bargaining unit which may only be filled from employees already in the building will first be announced in building bulletins and/or in letters which will be mailed to the employees in the building.~~

C. All FTE of .2 or less may be given to current employees within the building, if they are eligible for an increase and all eligible employees have the opportunity to request the increase. If more than one eligible employee expresses interest, the principal must meet with all interested, eligible employees before allocating FTE to an employee. If no eligible employee exists within the school, the principal must post the additional FTE.

~~Transfer request forms shall be available to all employees in their buildings or District office. Use of the form shall not be prejudicial to the employee’s professional standing.~~

~~As vacancies occur, an employee may request consideration for transfer by completing a Certificated Transfer Request Form and submitting it to Human Resources within seven (7) days of the announcement of the vacancy. During the summer vacation period, the request for transfer form may be submitted by an employee’s designee. In the event the principal is unavailable at the time an employee or designee submits a request for transfer form during the summer vacation period, the District shall waive the requirement for the principal’s signature.~~

D. All employees must use the Applicant Tracking System on KSD Careers to apply for positions. An abbreviated application process is available for KSD employees including building a profile on KSD Careers.



E. Employees will be ~~considered for offered~~ an interview ~~according to if they meet~~ the certification required, and the specific requirements of the position as listed in the vacancy announcement. ~~Employees not meeting the minimum requirements of the vacancy shall be notified in writing by Human Resources when an interview was not granted.~~ Employees meeting the minimum requirements will be notified of their interview time.

F. The District recognizes that its obligation is to meet the needs and interests of students. However, the District also recognizes it is desirable to consider the interests and aspiration of its employees in filling vacancies and making transfers. Therefore, the District in making a determination in relationship to a vacancy shall utilize the following criteria:

1. Qualifications of the employee
2. Requirements of the position
3. Program needs of the District and the individual school
4. Suitability of the employee in terms of the needs of the position, including success in previous assignments
5. Employees previously appointed to positions through involuntary transfer
6. Ability, relevant experience, and performance being equal, the employee with the most seniority shall have his/her preference

G. The District will give consideration to the preference the employee has requested but may deny transfer if, in its opinion, the transfer is not in the best interest of the District. ~~Requests for transfer~~ Applications for internal transfers will not be accepted as of August 1 ~~until July 1~~. All employees whose transfer requests have been denied shall have the opportunity to discuss reasons for the denial with the principal. However, the employee shall have the responsibility of initiating such request, and it must be accomplished within seven (7) days of the date of the letter of denial.

#### H. Transfer During a School Year

1. Requests for transfer being implemented during the current school year shall only be considered with approval from the employee's immediate supervisor and the assistant superintendent of human resources.
2. If a transfer occurs during the school year, the employee will either be relieved of regular duties two (2) school days to complete the transfer or compensated for two days at per diem pay. The District will provide boxes and needed moving supplies and will move all materials.

*AA Board Porter*

*CPadilla*

A65. Involuntary transfer – *Amend Article IV, Section 9 as follows:*

**Section 4.9 – Involuntary Transfer**

- A. An involuntary transfer shall be defined as a change from one building to another without change in salary when the employee has not requested such transfer.
- B. It is recognized that an involuntary transfer is not a generally satisfactory method for filling a vacancy and, as such, will not be resorted to unless all other reasonable avenues have been pursued. However, the parties recognize that because of overstaffing a building or the loss or relocation of a program, it may be necessary to involuntarily transfer employees.
- C. Volunteers will be sought prior to initiating an involuntary transfer. If more than one employee volunteers, the employee with the most seniority will be offered the transfer. If there are no qualified volunteers, the employee with the least seniority in an elementary building, secondary department, or special program shall be involuntarily transferred unless there is an overriding program need. A list of transfer positions will be available to all employees before the involuntary process is initiated.
- D. If an employee on leave is entitled to return to the position previously held at the end of his/her leave, the employee's leave replacement will remain in said position provided that the employee on leave has sufficient seniority to remain.
- E. The district shall notify the employee in writing when an involuntary transfer is made.
- F. In the event that there is more than one employee being involuntarily transferred at the same time, volunteers for the involuntary transfer will have first choice of available assignments (in order of seniority) and then other an involuntarily-transferred employees will be given his/her their choice, based on seniority, from among the positions being filled for which they are qualified.
- G. For the purpose of involuntary transfer, and for that purpose only, the seniority of an employee who, in the immediately preceding twelve (12) months, had a leave replacement contract which was changed to provisional or continuing status, shall be:
  - (1) Considered to be less than the seniority of any employee in that elementary building, secondary department, or special program and
  - (2) The normal definition of seniority in the case of two employees in this circumstance in the same elementary building, secondary department, or special program.
- H. If an involuntary transfer occurs during the school year, including a volunteer for the involuntary transfer, the employee will be relieved of regular duties two (2) school days

to complete the involuntary transfer. The District will provide boxes and needed moving supplies and will move all materials.

- I. Persons involuntarily transferred, including a volunteer for the involuntary transfer, shall have the first priority in filling vacancies from which they were involuntarily transferred within a two (2) year period from the time the employee was transferred.
- J. In an effort to support the professional growth and retention of new employees and employees with a documented need to improve performance, those employees holding provisional contracts will be exempt from the involuntary transfer process, as will any employee who has been placed on a Plan of Improvement (POI), Probation and/or any teacher with more than five (5) years teaching experience who received a summative rating of "Basic" on the Eight State Criteria appraisal during the current school year, unless there is an agreement between the parties per Article IV Section 11 - Staff Reallocation. Therefore, the employee holding a regular contract with the least seniority in an elementary building, secondary department, or special program shall be involuntarily transferred unless there is an overriding program need.

TA Ben Porter

C. P. Miller

A66. Job sharing – *Tentative agreement to amend Article IV, Section 10 as follows:*

**Section 4.10 – Job Sharing**

1. A. ~~Definition.~~ Job sharing shall refer to two (2) employees sharing one (1) full-time position ~~or to one (1) employee filling a part-time position~~ while also being on part-time annual leave for the balance of a full-time contract (and will be an exception to the usual one-year limit on annual unpaid leaves).
2. B. Responsibilities of an assignment by two (2) job sharing employees may be divided and/or allocated according to a plan designed by the job sharing employees with the approval of their immediate supervisor.
3. C. Job sharing assignments shall be filled only by employees who have jointly agreed to work together.
4. D. Employees holding job sharing assignments shall be granted the appropriate annual fractional leave which may be renewed upon mutual agreement of the employees, immediate supervisor, and Human Resources.
5. E. In the event a long-term replacement is required for a job share, the district will ask the remaining employee if s/he would like to fill the position.
- F. Mutual agreement to continue a job sharing situation for the following year shall be made no later than April 1. If any one of the three individuals (the two job-sharing employees and the building principal) does not agree to continue the job share, it shall be communicated in writing to the other individuals no later than April 1.

TA Bruce P. Ar

CP

Tentative Agreement  
June 10, 2016

D11. Staff Reallocation – *Amend Article IV, Section 11 as follows:*

**Section 4.11 – Staff Reallocation**

- A. It is recognized that a need exists to provide reallocation of staff to meet the unique needs of both the individual employee and the District. The reasons for such staff reallocation may be staff revitalization, staff compatibility, resolution of a personnel problem, or maintenance or improvement of the educational program. Staff reallocation shall be limited so as not to be overly disruptive to an individual building. Accordingly, transfers for the following year, may be made, notwithstanding any other provision(s) of this Agreement.
- B. The individual transfer may be requested by the employee and/or the building/program administrator and shall be decided by the superintendent or his/her designee and the Association President.
- C. Employee(s) so transferred shall be notified in writing as soon as possible, ~~but not later than June 10 of the school year.~~ The written notification shall include the reason(s) for the staff reallocation.
- D. The provisions of Article IX of this Agreement relating to grievances shall not be applicable to assignments made using the staff reallocation process.

- A8. Use of sick leave for family members – *Amend the eleventh paragraph of Article V, Section 1 as follows:*

Employees may use sick leave to care for a child, spouse, or domestic partner with a serious health or emergency condition as certified in writing by a licensed healthcare provider. ~~Additionally, employees may use sick leave for up to five (5) days maximum per academic year to care for a parent, parent-in-law, or grandparent, or someone in the immediate household (all people living in the same family unit, not necessarily related) with a serious health or emergency condition as certified in writing by a licensed healthcare provider, unless additional leave (paid or unpaid) is allowed by State or Federal law.~~ The District may require the employee to furnish evidence that no alternative to the employee's absence is practicable.

TA Burn Porter  
8-18-16

C. P. M.

A9. Discretionary leave – Amend Article V, Section 2 as follows:

**Section 5.2 – Discretionary Leave**

1-A. Three (3) days of discretionary leave with pay per year shall be available to all employees for any reason.

2-B. No more than fifteen (15) percent of staff per building (rounded up to the nearest whole number) will be granted leave for any given day. No leaves of this type will be granted on the days directly before or after holidays, the first or last day of school, the day before or after the winter break, the day before or after the February break, or the day before or after the April break; however, discretionary leave may be used for such days for one of the following reasons:

- 2-1. Legal affairs that cannot be conducted at another time.
- 2-2. Situations created by forces of nature having significant deleterious effects upon the employee's property, health, or family safety.
- 2-3. Pre-adoptive leave.
- 2-4. Birth of an employee's child.
- 2-5. Funerals not covered by bereavement leave.
- 2-6. Non-injury accidents when employees are en route to work.
- 2-7. Failure of a public transportation carrier to meet a regularly scheduled operation.
- 2-8. Educationally significant events that involve the employee or student within the employee's care, e.g., graduation.
- 2-9. Employee's observance of a bona fide religious event based on the tenets of his/her own faith.

3-C. The procedures for obtaining such leave are as follows:

a.1. If at all possible, the employee must give notice for such leave, identifying it as employee discretionary leave, to the principal or supervisor five (5) days in advance of taking said leave. ~~The employee must have recommendation for approval by the supervisor in situations when advance notification cannot be given.~~

b.2. Supervisor's signature does not necessarily imply approval of paid leaves. The absence report will then be forwarded to Human Resources to ensure that negotiated agreement allowable leave requirements have been met.

4-D In an effort to provide employees flexibility regarding the use of discretionary leave, ~~one two~~ two days of discretionary leave may be carried forward for use in the following year (for a total of five days in the next school year). If carried forward such days must be used or ~~it~~ they will be lost. The carry forward days ~~is~~ are not eligible for cash out. Except for ~~one~~ the days which can be carried forward into the following year, discretionary leave is noncumulative. Employees will be electronically notified of the opportunity to "roll over" a eligible discretionary leave days not less than three (3)

weeks prior to the June 10 deadline for submission. Once the request has been submitted, it is irrevocable.

5.E. Employee discretionary leave may not be used for any day on which the District operates under an emergency schedule due to inclement weather, unless such leave is prearranged at least five days in advance, when possible, as outlined in item #3a of this section. However, when the district is operating on an emergency, shortened schedule due to inclement weather, any employee arriving after the start of the adjusted student day will use employee discretionary leave first (if available), and then leave for illness, injury, and emergencies in half-hour increments (see Article VII, Section 1, 9).

6.F. Employees with unused employee discretionary leave as of June 30 of the preceding school year will be eligible to receive remuneration for unused leave. The employee must have the equivalent of at least one-half workday balance in order to exercise this option. Remuneration shall be equal to the then daily guest employee rate times the number of discretionary leave days balance. The discretionary leave balance shall be reduced to zero (0). Payment shall be made no later than July.

Employees who ~~notify the district of their intent to retire~~ submit notice of resignation or retirement by April 1 will automatically receive per diem remuneration for any unused discretionary leave. Written notification of intent to retire must be submitted to human resources by April 1 or the daily guest teacher rate will be used for leave cash out purposes.



TA Buzz Puder

Wadell

**Tentative Agreement  
May 18, 2016**

A10. Maternity leave – *Amend the sixth paragraph of Article V, Section 4 as follows:*

Employees shall make application for maternity or parental leave in writing to Human Resources. Such request must be made at least thirty (30) days prior to the date on which such leave is requested to begin, when possible. Such leave request must state a return to work date which may be extended as circumstances require.

*PA Ben Porter*

*CP Miller*

Tentative Agreement  
May 18, 2016

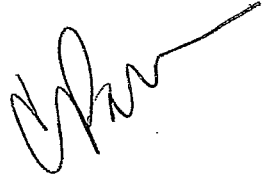
A11. President's leave – *Amend Article V, Section 10 as follows:*

**Section 5.10 – President's Leave**

- A. To promote a greater sense of community and labor/management collaboration between the District and Association, the superintendent shall grant a full-time leave of absence to the president of the Association at the beginning of each school year.
- B. During the leave the District shall make salary payments to, and insurance contributions on behalf of, the president as if he/she were not on leave, provided that the Association shall reimburse the District in advance monthly for the salary cost of the president. In addition, any credit for state retirement shall be granted on the basis of the rules and regulations as governed by that system. In the event the Association fails to reimburse the District in advance as required above, the District may, at its discretion, cancel this section in its entirety.
- C. The Association agrees to indemnify and hold the District harmless against any and all claims, demands, suits, attorney fees, or other forms of liability that may arise out of or by reason of the District's compliance with the terms of this section.
- D. To assist with Association business, the Association reserves the right to release a second employee, up to a 1.0 FTE position, under the same conditions described above for the president.

TA Ben Pinder  
8-18-16

D12/A67. Salary reopener/per diem – *Amend Article VI, Section 1.A as follows:*



**A. General Condition**

Each employee's salary for the current school year shall be determined by the employee's placement on the KENT EMPLOYEES' SALARY SCHEDULE developed in compliance with the state salary schedule and the allocation determined by the legislature, and the Supplemental TRI Schedule described in Article VI, Section 4, ~~6.e~~ B.10. The salary schedule and the Supplemental TRI Schedule are attached as Exhibit H and Exhibit H-1. Prior to September 1 each year, parties shall reopen bargaining on Exhibit H-1 for the ensuing school year.

TA Buz-Park  
8-18-16

CP Miller

A68. Salary overpayment – *Add a new section E to Article VI, Section 1 to read as follows:*

- E. In the event the District believes a salary overpayment has been made, the employee and the Association shall be notified within ten (10) days of the District's verification of the alleged overpayment. The District shall provide the documentation relevant to the overpayment to the employee and the Association to give the employee an opportunity to challenge the claim of overpayment. Deductions for repayment of overpayments from assignments or work years that have been completed shall not begin until at least one month after notification. In the event the employee disputes the terms of the repayment schedule, the District, employee and Association will jointly create a repayment plan that is mutually acceptable to all parties. If an agreement is not reached, a grievance may be filed under Article IX.

TA

Burns  
8-26

Chadler

Commitment Stipends Article VI, Section 2.A

A. Commitment Stipend

In recognition of commitment to education and numerous additional responsibilities throughout the year, the Kent School District and Kent Education Association agree to the provision of a commitment stipend. Employees must have started working under contract by the first day of the second semester of the previous school year, and fulfilled their contractual obligations through November of the current school year. The annual stipend will be distributed to employees in the November pay warrant based on FTE and the salary schedule placement as follows:

BA, Steps 1-8	\$2,000
BA + 15, Steps 1-9	\$2,000
BA + 30, Steps 1-10	\$2,000
BA+45, Steps 1-12	\$2,000
BA + 90, Steps 1-16	\$2,000
BA + 135, Steps 1-16	\$2,000
MA, Steps 1-9	\$2,000
MA +45, Steps 1-9	\$2,000
MA + 90 or PHD, Steps 1-9	\$2,000
MA, Steps 10-16	\$2,600
MA + 45, Steps 10-16	\$2,600
MA + 90 or PHD, Steps 10-16	\$2,600

A70. Completion Stipend – *CCL for Article VI, Section 2.B.*

**B. Completion Stipend**

In recognition of commitment to education and numerous additional responsibilities throughout the year, the Kent School District and Kent Education Association agree to the provision of a completion stipend. Employees placed on Step 0 will receive a completion stipend of \$2,000 at the end of their first fully completed year of certificated service on the June pay warrant. The completion stipend will be prorated based on the hire date for employees starting after the first day of school.

TA Ben P. 8-21

C. Padilla

A71. Longevity Stipend – CCL for Article VI, Section 2.C.

### C. Longevity Stipend

In recognition of commitment to education the Kent School District and Kent Education Association agree to the provision of a longevity stipend. Employee eligibility regarding number of years of service will be determined based on the rounding used for experience and education. The annual stipend will be paid in monthly increments throughout the year based on FTE and the salary schedule. The annual stipend is as follows:

BA+90, Step 16, with 20-24 years of experience	\$1,600
MA, Step 16, with 20-24 years of experience	\$1,600
BA+135, Step 16, with 20-24 years of experience	\$1,675
MA+45, Step 16, with 20-24 years of experience	\$1,700
MA+90 or PHD, Step 16, with 20-24 years of experience	\$1,800
BA+90, Step 16, with 25 or more years of experience	\$2,675
MA, Step 16, with 25 or more years of experience	\$2,700
BA+135, Step 16, with 25 or more years of experience	\$2,800
MA+45, Step 16, with 25 or more years of experience	\$2,850
MA+90 or PHD, Step 16, with 25 or more years of experience	\$3,000

TA Buzz Porter

CPM

Tentative Agreement  
June 20, 2016

D13/A72. National board certification stipend payment – *Tentative agreement to amend Article VI, Section 2.D as follows:*

**D. National Board Certification Stipend**

1. As per Washington State legislation and in recognition of National Board Certification, the annual stipend provided by the state will be paid as a lump sum of \$5,090. Should a National Board Certified employee be assigned to a high poverty building population, in accordance with WAC 392.140.973 392-140-973, that National Board Certified employee will receive an additional stipend of \$5,000 provided by the state. Said stipends are contingent on state funding and will include any changes in the amount as determined by the legislature.
2. The Kent School District will reimburse National Board Candidates their application and registration fees incurred on or after September 1, 2013, up to a maximum of \$2,500 upon successful completion of their National Board Certification upon submission of a reimbursement form with receipts attached. This reimbursement will be disbursed as a lump sum payment.
3. ~~For the 2013-2014 school year, National Board Certification stipends will be paid by September 30, 2013. Beginning in 2014-15, p~~ Payment will be made to the employee with continuing board certification within the month following the District's receipt of funding from the State. Newly National Board Certificated employees will be paid no later than one month following the date when the district receives funding from the State.
4. Once an employee's National Board Certification expires, the employee is responsible for submitting updated certificates to Human Resources for their personnel file. Employees with renewed certificates must submit their certificates to Human Resources by February 15th of the current school year in order to be paid their stipend and reimbursed for their application fees.



TA Buzz Porter

C. Radtke

A73. ProTeach certification – *add a new Article VI, Section 2.E respectfully declined*

E. ProTeach candidates will be provided one (1) release day per year over the course of candidacy to work on professional certification requirements.

TA Bill Porter

C Padilla

A74. ESA national certification – *Amend Article VI, Section 2.F as follows:*

**F. National ESA Certification Stipend**

1. The District will provide a single stipend in the amount of \$5,000 per school year for Educational Support Associates (ESA) who possesses one or more of the following recognized national certifications.

Speech Language Pathologists	Certificate of Clinical Competence
Registered Nurses	National School Nurse Certification.
Occupational Therapists	National Board for Certification in Occupational Therapy (NBCOT)
*Physical Therapists	National Physical Therapist Examination (NPTE)
Psychologists	National Certification in School Psychology (National Association of School Psychologists); or American Board of Professional Psychology Diplomate.
<u>Any ESA</u>	<u>Board Certified Behavior Analyst</u>

\*For physical therapists, passage of the National Physical Therapist Examination (NPTE) will be accepted in lieu of national certification.

2. Payment will be made to the ESA with continuing board certification as a lump sum in the September pay warrant. The employee must provide Human Resources with a copy of his/her national certification by September 1 in order for the stipend to be paid on the September 30 pay warrant. Educational Support Associates who are newly certified will be paid no later than the pay period immediately following the period in which the district receives a copy of the certification from the employee.
3. In the event that a new ESA classification is added by the District, the Association and the District will meet to determine if this classification has a national certification beyond minimum licensing requirements. If such certification exists, the contract will be modified to include a stipend in the same amount for the added job classification.

TA Burr Pader  
8-18-16

D14/D15/D16/A75. Guest teachers – Amend Article VI, Section 3.B.1-7 as follows:

*[Handwritten signature]*

**Section 6.3 – Guest Teacher Salaries and Other Conditions**

A. There shall be two classifications of guest teacher service:

1. Regular guest teachers.
2. Long-term guest teachers utilized in assignments of 20 consecutive days or more in the same assignment.

B. The base rate of pay for guest teachers shall be as follows:

1. Full day = \$133.35 \$154
2. Half day = \$76.20 \$88
3. Extended half-day (5 hours) = \$110
4. Full-day without planning period = \$176

~~3.~~ 5. Daily regular guest teachers as defined in Section A.1 above, working twenty (20) nonconsecutive days or more, will be paid a bonus of \$200 for each completed 20 work day segment gained in at least half-day increments. The bonus shall be paid three times per year to eligible regular guest teachers.

4. In-service opportunities designated by the District for pay for guest teachers will be compensated at hourly rate of (half-day pay ÷ 4).

~~5.~~ 6. Long-term guest teacher assignments of twenty (20) days or more shall be paid in accordance with the Employee's Salary Schedule retroactive to the first day of assignment.

~~6.~~ 7. If a guest teacher is offered a position which is contingent on enrollment and the position is eliminated due to lack of enrollment during the first 19 days of the school year, then the guest teachers shall be paid in accordance with the Employees' Salary Schedule for each day he/she worked in the position.

~~7.~~ 8. Retired certificated teachers who worked for KSD at the time of retirement shall be paid an additional \$5.00 \$10 per full day worked as a daily regular guest teacher as defined in Section A.1.

**C. Conditions**

1. An assignment of ~~less than four (4)~~ or less hours per day shall constitute a one-half day assignment. ~~For special purposes, a guest teacher may be assigned for an~~

~~additional hour. The rate of pay will be half day rate ÷ 4. In all other situations, or if the special purpose is for more than one (1) hour, an assignment of four (4) hours per day or more shall constitute a full-day assignment. Any assignment greater than five (5) hours shall be considered a full-day assignment.~~

2. The workday for a guest teacher shall be the same as the workday of the regular teacher whose position the guest teacher is filling, or that portion of the regular teacher's workday for which the guest employee is assigned.
3. In the event a guest teacher called by the District reports for duty, and no assignment exists, the guest teacher may choose to remain at the building on an alternate assignment designated by a building administrator for one-half day and be paid the one-half day rate or may choose to leave the building and receive no compensation. If the guest teacher chooses to accept a full-day redeployment, he or she will be paid for the full day and mileage between the two schools.
4. ~~Long-term~~ Guest teachers who are replacing an employee whose normal assignment requires travel between schools or travel within the District on school business will be compensated for mileage as per Article VI, Section 4 ~~11~~ 8, Travel.
5. Guest teachers who serve two one-half day assignments in the same day, which requires travel to an additional building, shall be compensated at the rate of two one-half day assignments, but shall not receive travel reimbursement.
6. ~~Secondary guest teachers who serve six straight periods without a conference period shall be compensated at the rate of two one-half day assignments.~~
7. The District shall conduct an optional ~~Orientation Workshop~~ staff development for guest teachers ~~at the beginning of each school year~~. The purpose of the ~~workshop~~ staff development is to ~~provide~~ allow guest teachers an opportunity to gather and share additional information about being successful as a guest teacher beyond the information provided in the Guest Teacher Handbook. The Association and District will mutually designate some experienced guest teachers as presenters for the Workshop.
8. The District shall provide each guest teacher represented by the Association a Handbook, including copies of District rules and regulations affecting guest teachers, membership dues deduction information, a map showing building locations, a list of all school buildings, including addresses and phone numbers, application procedures, information relating to in-service opportunities, pay warrant data, and the Substitute Office phone number. Guest teachers may submit suggestions to Human Resources for revisions of the handbook. At each building, the District shall provide the guest teacher with a folder which contains information pertinent to the guest teacher's assignment.

9. Principals who have supervised a guest teacher for ten (10) days or more will, upon request, complete a Professional Reference Form. A copy will be given to the guest teacher upon request.
10. Guest teachers who are also applicants for contracted positions in the District shall be provided, upon their request, a copy of their Applicant Tracking System summary sheet excluding the District's confidential pre-screening scores.
11. In the event an administrator submits a Guest Teacher Feedback Form which includes a recommendation not to send the guest teacher to the site again or to substitute for a specific employee again, the administrator's recommendation will not be implemented unless the following conditions are satisfied:
  - a. The guest teacher is provided a copy of the Guest Teacher Feedback Form signed by the administrator within five days of the date the form is received by Human Resources.
  - b. The guest teacher is notified that he/she has five days to request a meeting to discuss the Guest Teacher Feedback Form with Human Resources before any final decision is made and that the guest teacher may have an association representative at this meeting. During this time, the guest teacher will not be sent to work at the site before a final decision is made. If the guest teacher does not request a meeting within five days, then the recommendation may be implemented.
12. Except for long-term guest teachers and emergency situations, guest teachers will not be assigned morning duty so that the teacher may properly prepare for the school day.

#### **D. Insurance Benefits**

The District shall allow guest teachers who have been on the Kent guest teacher list for at least the past five two consecutive years to participate in one of the medical insurance programs by paying their own premium. The method of payment shall be as follows:

1. Initially the guest teacher who is eligible for insurance coverage shall make the first month's payment and a second month's deposit. By the 5th day of each month, the guest teacher shall submit to the District payroll office a check in the amount of the premium due.
2. In a month when the guest teacher fails to deliver payment to the payroll office, the deposit will be forwarded to the insurance carrier as payment. If the deposit is used, the payroll office shall notify the guest employee within two weeks that the deposit was used. The guest teachers shall be solely responsible for leaving another deposit

with the payroll office within two weeks to make the premium payment if it is again necessary.

3. Failure to make the required payment to the payroll office as detailed in 1 and 2 above shall serve as the guest employee's notice to the District that the guest teacher wishes to discontinue his or her medical insurance coverage.
4. In order to identify a group of guest teachers who may participate in selected District insurance programs on a self-paid basis, in addition to those guest teachers who qualify under Article VI, Section 2, Subsection D of the Agreement between the parties, a Preferred Substitute Participation Plan ("Plan") will operate as outlined below:
  - a. Any guest teacher who worked as a guest teacher for 90 days or more in the District during the immediately preceding school year, and who remains available to work as a guest teacher in the District, may participate in the Plan by notifying the District before August 15 of his/her desire to participate in the Plan for the upcoming school year.
  - b. Any guest teacher participating in the Plan shall be eligible to join, on a self-pay basis, any of the District approved medical insurance plans or other voluntary insurance plans, subject to any conditions imposed by the District's insurance carriers. The method of payment shall be that which is outlined under Article VI, Section 2, Subsection D of the Agreement between the parties. The initial check must be received in payroll before August 15.

#### **E. Leave for Illness, Injury, and Emergencies**

1. Each guest teacher shall accrue one day of leave for illness, injury, and emergencies as defined herein (referred to hereafter as "sick leave") for each fifteen days of guest teaching in the Kent School District. Any sick leave not used shall be accumulated from one school year to the next.
2. Guest teacher may apply sick leave only when assigned in a long-term assignment (as defined in B-3), and then only after the 20th day of that assignment. When sick leave is applicable, compensation shall be the same as the compensation the guest teacher would have received had such guest teacher not taken sick leave.
3. For any absence in excess of five (5) consecutive working days, certification must be made by a practicing licensed health care provider that absence was due to illness or injury, and must be renewed every ten (10) days unless other arrangements are approved by Human Resources. After an employee uses fifteen (15) days of sick leave during any one school year, the District may require certification by a practicing licensed health care provider that any additional use of sick leave is due to illness or injury.

4. In the case of a strike or work stoppage by any association or union associated with the Kent School District, the Board of Directors reserves the right to ask for a doctor's validation of illness provided the Board acts to give advance notice that this provision will be implemented during a specific time.
  5. "Emergency: for the purposes of this Section shall be limited to a serious illness, injury or disability of the spouse or dependent child of the employee which necessitates the presence of the employee to care for the family member as certified in writing by the employee's licensed health care provider. The Kent School District may require the employee to furnish evidence that no alternative to the employee's absence is practicable."
  6. Guest teachers shall not be eligible for the Attendance Incentive Program.
- F. The District shall furnish the Association a listing of all guest teachers employed by the District for more than thirty (30) days in the preceding school year and who are still on the guest teacher list for the current school year. The list shall be provided to the Association by September 30 of each year. In addition, a list of long-term guest teachers shall be provided to the Association quarterly.
- G. All sections of this agreement shall apply to guest teachers except for the following:
1. Article IV, Section 7 and 8;
  2. Article V;
  3. Article VI, Sections 8, 9, and 10;
  4. Article VII, Section 4 and 8; and
  5. Article VIII.

PA Buz Parker  
8-21

*[Signature]*

D17/A76. Supplemental contracts/extra-curricular – Amend Article VI, Section 4.A. as follows:

**A. Supplemental Contracts for Extracurricular Assignments**

1. Extra-curricular and supplemental assignments shall be provided on a supplemental contract pursuant to Article IV, Section 6-C-1, ~~and~~
2. ~~Stipends split between employees must be pro-rated in the same proportion as the duties apportioned between the employees.~~ Stipends shall be paid as follows:
  1. ~~Extra Curricular: The amount to be paid on a supplemental contract for an individual who holds one of the following positions shall be determined by the schedule listed below.~~

**HIGH SCHOOL**

Annual	<del>\$2,600</del>	<u>\$2,730</u>
Band	<del>\$5,500</del>	<u>\$5,775</u>
Debate	<del>\$2,750</del>	<u>\$2,945</u>
*Drama	<del>\$2,750</del>	<u>\$2,945</u>
*Musical		
Production Director	<del>\$1,700</del>	<u>\$1,785</u>
Instrumental Director	<del>\$1,100</del>	<u>\$1,155</u>
Choral Director	<del>\$1,100</del>	<u>\$1,155</u>
*combined maximum of two productions per year	<del>\$2,500</del>	<u>\$2,625</u>
Newspaper/Electronic Media and Bulletins	<del>\$4,050</del>	<u>\$4,253</u>
Orchestra	<del>\$4,050</del>	<u>\$4,253</u>
Vocal Music	<del>\$6,650</del>	<u>\$6,983</u>
Activity Coordinator	<del>\$1,000</del>	<u>\$1,050</u>
Senior Class Advisor	<del>\$500</del>	<u>\$525</u>
Class Advisor (Freshman, Sophomore, and Junior)		

**MIDDLE SCHOOL**

Activity Coordinator	<del>\$2,500</del>	<u>\$2,625</u>
Annual	<del>\$1,800</del>	<u>\$1,890</u>
Drama	<del>\$1,800</del>	<u>\$1,890</u>
Newspaper/Electronic Media and Bulletins	<del>\$1,800</del>	<u>\$1,890</u>
Band	<del>\$2,700</del>	<u>\$2,835</u>
Jazz Band	<del>\$2,000</del>	<u>\$2,100</u>
Orchestra	<del>\$2,000</del>	<u>\$2,100</u>
Vocal Music	<del>\$2,000</del>	<u>\$2,100</u>

**ELEMENTARY**

Band	<del>\$2,600</del>	<u>\$2,730</u>
Stipend to cover seven (7) evening events/festivals, distribution and maintenance of instruments	<del>\$1,200</del>	<u>\$1,224</u>
Vocal General Music		



Stipend for out of contract day performances \$2,600 \$2,730  
 Orchestra  
 Stipend to cover seven (7) evening events/festivals, distribution and  
 maintenance of instruments \$2,500 \$2,625  
 Outdoor Education  
 Stipend to be divided among employees involved in planning and attending  
 camp \$2,000 \$2,100  
 ESA Workgroup Lead  
 Stipend to be paid to ESA Lead for the following workgroups: OT/PT, SLP  
 and School Psychologist. The Lead for each group will provide work group  
 specific technical assistance, collaborating with Workgroup members to  
 schedule building assignments for certificated and classified staff, facilitating  
 workgroup specific professional development, job-alike meetings or PLCs;  
 assisting in recruiting efforts and interviews. The ESA Lead works  
 collaboratively with the other ESA Workgroup Leads and the ESA Instructional  
 Coach under the direction of the Inclusive Education leadership. The position  
 is a one-year assignment and will be open each year to all members of each  
 work group.

TA Burn Podr

8-18-16

D18/A77. Curricular leaders – *Amend Article VI, Section 4.B as follows:*



**B. Separate Supplemental Contracts for Curricular Leaders**

1. The Kent Education Association and Kent School District agree that the duties of Curricular Leaders (also known as Department Heads) will be limited to the tasks ~~described in the attached documents~~ listed below and detailed in the following tables:

- Curricular Leader Duties
- Special Education Department Curricular Leaders
- English Language Learner Department Curricular Leaders

The parties agree that no additional tasks or expectations other than those delineated will be required. The parties further agree that it is not an expectation that all curricular leaders will necessarily be assigned all of the duties delineated, as principals organize their buildings differently.

2. The parties recognize that Special Education Departments and English Language Learner Departments, require additional responsibilities of their curricular leaders over and above those required of general education curricular. In recognition of those additional responsibilities, the parties agree that all Special Education Department Curricular Leaders and English Language Learner Department Curricular Leaders, will be paid an annual additional stipend of \$1,400.00.
3. Payment of the stipend will be divided equally and paid over the ~~12 (twelve)~~ twelve (12) months of the contract year.

**2. 4. Curricular Leader Duties**

- a. Maintain department budget
  - (i) i. Submit requests for purchase requests
  - (ii) ii. Recommend textbook and supply purchases (not including computers and technology)
- b. Inventory department equipment and supplies, including textbooks
- c. Manage assessments, including schedules and materials, which may include:
  - (i) i. Organizing and disseminating materials
  - (ii) ii. Scheduling dates and times and coordinating with administration and staff
- d. Review scope and sequence and courses offered and submit new course proposals, changes, and deletions
  - (i) ~~Submit new course proposals, changes, and deletions~~
- e. Provide team leadership

- (i) i. Facilitate team meetings
  - (ii) ii. Ensure recording of meeting minutes
  - (iii) iii. Lead curricular initiatives specific to their department (will not be required to go to trainings outside of their classroom assignments)
  - (iv) iv. Support department professional learning community(s)
  - (v) v. Help orient new employees to their jobs within department
  - (vi) vi. Help colleagues with school-related problems or questions
  - (vii) vii. Facilitate development and monitoring of department's School Improvement Plan and 30-60-90 plans collaboratively during team or Professional Learning Community meeting time
- f. Act as a liaison
- (i) i. between team and building administrators
    - (a) • Attend building curricular leader meetings
    - (b) • Advocate for the needs of students and staff in the department
    - (c) • Communicate information from meetings back to team members
    - (d) • Advise principal of problems or needs within the department
  - (ii) ii. between team and district
    - (a) • Attending district-level curricular leader meetings
    - (b) • Communicate information from meetings back to team members
  - (iii) iii. between the department and other departments
    - (a) • Communicate information from meetings back to team members
- g. Assist with master schedule and assist in recommending staff assignments
- (i) Assist in recommending staff assignments
- h. Be invited to interviews for positions within department
- i. Assist with placement of student teachers
- (i) Assist with student placement, using achievement data provided by administration.
- j. Assist with student placement, using achievement data provided by administration
- k. Attend no more than 12 curricular meetings a year, up to 90 minutes per meeting
- (i) i. Meetings outside the contracted work year are optional
  - (ii) ii. Meetings will begin no more than 15 minutes after the student day; meetings scheduled before the student day will be upon the agreement of the individuals
  - (iii) iii. The group may come to consensus to meet at a different time, for more time, or more often, and the group will allow for individual exceptions to meet member needs

- k. 1. In consultation with the building administrator, persons sharing the position will determine an equitable workload

### **3. 5. Special Education Department Curricular Leaders**

- a. Transition activities (middle to high school & elementary to middle)
  - (i) i. Review IEPs of incoming students
  - (ii) ii. Coordinate with counselors to determine classes students will need
- b. Registration & Scheduling
  - (i) i. Communicate with registrar and assist with registration of SE students
  - (ii) ii. Work with psych's and counselor's to place incoming SE students
  - (iii) iii. Schedule of students into classes throughout the year
- c. Caseload Management
  - d. Assist with assignment of students to caseload and consult with receiving employees
- e. d. Data and Assessment
  - (i) Assist in determining MSP, HSPE and DAPE lists and accommodations for SE students (in the fall and spring).
- f. e. Accommodations
  - (i) i. Facilitate a building process for consistent and effective distribution of individual student IEP accommodations
  - (ii) ii. Plan for implementation of accommodations during testing

### **4. 6. English Language Learner Department Curricular Leaders**

- a. Transition activities (middle to high school & elementary to middle)
  - (i) Review files of incoming ELL students
  - (ii) Determine appropriate program support ~~and coordinate with counselors to schedule classes~~
- b. Registration & Scheduling
  - (i) Assist registrar with registration of ELL students
  - (ii) Test new ELL students for ELL eligibility and placement
  - (iii) Schedule new students Recommend appropriate to their ELL level/placement
  - (iv) Work with counselor's to place incoming ELL students
  - (v) Schedule of students into classes throughout the year
- c. Caseload Management
  - (i) i. Assign students to caseload

- (ii) ~~ii.~~ Process, cross-check, and submit the ELL count monthly (state data) to Data Processor
  - (iii) ~~iii.~~ Coordinate scheduling ELL para-educators in the building
  - (iv) ~~iv.~~ ~~Managing~~ Manage individual ELL building files.
  - (v) ~~v.~~ Coordinate monitoring of level 3 and Level 4 ELL students who are not in ELL Classes
- d. Data and Assessment
- (i) Assist in determining state test HSPE and MSP lists for ELL students
  - (ii) Plan for accommodations during testing
  - (iii) Administer and coordinate the administration of the WELPA state ELL assessments annually
  - (iv) Coordinate / oversee distribution of parent notification letters
- e. Title III point person for Title III programming / extended learning
- (i) ~~Point person for Title III programming / extended learning~~

A78. Separate contract pay – amend Article VI, Section 4, paragraph B.5 as follows:

- ~~5. 7. Payment for the following District authorized and administratively approved additional duties, which are beyond the regular contract duties, shall be provided on a separate contract pursuant to Article IV, Section 6 C.2, as curricular leader duties shall be at the stipend rate listed below:~~

~~a. Curricular Leaders:~~

<u>Employee FTE Responsibility</u>	<u>Stipend</u>
12.0 or more	<del>\$4,707</del> <u>\$4,942</u>
10.0-11.9	<del>\$3,923</del> <u>\$4,119</u>
8.0-9.9	<del>\$3,139</del> <u>\$3,296</u>
6.0-7.9	<del>\$2,354</del> <u>\$2,472</u>
4.0-5.9	<del>\$1,570</del> <u>\$1,649</u>
0-3.9	<del>\$1,046</del> <u>\$1,098</u>

8. The procedure for payment shall be as follows:

~~(1) a.~~ A employee shall be allocated a stipend as secondary curricular leader based on the total number of employee FTE the employee is responsible for as curricular leader.

~~(2) b.~~ Senior high athletic curricular leader, if assigned to a member of this bargaining unit, will be placed in the 12.0 FTE or more category. Middle school athletic curricular leader will be placed in the 6.0-7.9 FTE category.

C. The following additional services shall be paid at the employee's per diem rate of pay.

~~b. 1.~~ Student instruction: Summer school, special education extended year, home hospital tutoring, IEP home instruction, Saturday sessions, and those other student instructional programs designated by the District for payment under this section.

~~c. 2.~~ Attendance at workshops approved in advance by the District for payment.

~~d. 3.~~ Services performed in District-approved curriculum development.

~~e. 4.~~ Services performed as District-approved elementary project leader.

~~f. 5.~~ Services performed as support specialists for a period not to exceed twenty (20) consecutive days.

TA Ben Ponder  
8-18-16

A79. Additional class pay – amend Article VI, Section 4.B.6 as follows:



**6. D. Additional Classes**

- a. 1. The following standards shall be used for the purpose of defining the FTE for a secondary employee. A secondary employee shall be considered as 1.0 FTE if the employee teaches five 50 to 60 minute classes per day for the entire school year. Secondary employees who are contracted for fewer than five 50 to 60 minute classes per day shall be given a fractional FTE which shall be prorated from these standards.
2. Employees who teach during the regular course of their work day one extra class beyond a 1.0 FTE, shall be paid in the following manner: For the purpose of computing compensation, each extra 50 to 60-minute class taught per day, the employee shall receive 1/5th of one day of the employee's regular contracted base salary and 1/5th of the employee's TRI compensation.
- b. 3. Elementary: Employees who teach during the regular course of their work day one extra P.E. or music class beyond a 1.0 FTE, shall be paid in the following manner: For each extra class taught daily, the employee shall receive 1/9th of one day of the employee's regular contracted base salary and for an extra class taught every other day, the employee shall receive 1/18th of one day of the employee's regular contracted base salary. A prorated portion of the employee's TRI compensation shall also be paid using the same fractions.

DA Buzz Prodr  
8-18-16

D19/D20/A82. Class coverage – Amend Article VI, Section 4.B.8 as follows:



#### 8. Class Coverage

- a. A secondary principal (or her or his designee) may assign secondary employees who offer to cover classes for employees who are required to be absent from class as authorized by the building administrator. In the event no employees volunteer to cover classes, and after all reasonable good faith efforts to obtain a guest employee have failed, then the principal or designee may require an employee to cover a class, provided, no employee may be required to cover a class again unless every other employee with the same preparation time has also been required to cover a class as often as the employee who is being required to cover a class again. A rotation schedule should be created and posted at each building.
- b. ~~E~~ Secondary employees assigned to cover classes will receive notice of the assignment 24 hours in advance, except in cases of emergency, and payment shall be made at each employee's per diem, at an hourly rate of one day of the employee's base contract divided by 7.5 hours, for each period covered. For the purpose of computing compensation, covering a class for 25 minutes or more shall be considered as covering the class for a full period. For the purpose of computing compensation, class periods of 50 to 60 minutes shall be considered as 1.0 hours in length. An emergency for the purpose of this section will be defined as a situation in which the absent employee has provided less than 24 hours advance notice to the substitute office and the school, and in such situations the employee assigned to cover the class will be given notice as much in advance as possible.
- c. When an elementary classroom does not have an assigned substitute (guest teacher) ~~due to the shortage of available substitutes~~, an elementary principal (or designee) may assign elementary employees/classroom teacher or specialists to cover a classroom on a rotating basis created and posting at each building. Elementary class coverage will be reimbursed at per diem for ~~the first~~ any missed planning period and at ~~\$32.00~~ \$35.00 per hour for every hour after that. Class coverage will be documented on an extra pay time sheet. This documentation will reflect the time worked beyond the contracted day to complete regularly assigned duties equal to the amount of time spent covering a classroom. Occasionally, employees on special assignment may also be assigned to provide elementary classroom coverage and will be compensated as stated above.
- d. In the event that students are reassigned to other certificated elementary classrooms, the receiving staff members will be reimbursed according to the percentage of the students added to their classroom. (Example: A second grade classroom does not have a substitute and that classroom is divided between the remaining two-second grade classrooms. Each receiving employee would get half of ~~\$192.00~~ \$210 if the students remained with her/him for the full day.) Specialists providing services for these larger classes will receive class coverage pay when they are in overload.



TA Bmz Port

C. Radillo

A81. Program specialists/TOSAs – tentative agreement to add a new Article VI, Section 4.B.8 to read as follows:

**8. Program Specialists/TOSAs**

Employees working at the district level in a program specialist or teacher on special assignment position shall have flexible schedules to allow for individual planning for their work.

7A Buck-Parker  
821

D22/D23/A83.TRI – amend Article VI, Section 4.B.10 as follows:

CPadua

**10.9. Time, Responsibility, and Incentive Compensation (TRI)**

- a. The District recognizes that employees work many hours beyond the contracted work day. Per RCW 28.A.400.200(4) the following days will be paid in addition to the 180 days paid by the State Salary Allocation Model. These days, generally referred to as TRI days, will be paid at the employee's per diem, at a rate equal to one-day of the employee's base contract, and divided by 7.5 hours.

Total TRI Days:      ~~31 days for 2013-14~~ 52 days for 2016-17  
                                 ~~39 days for 2014-15~~  
                                 ~~45 days for 2015-16~~

- b. Days referred to in subsection a. ~~and b. c. and d.~~ shall be deemed done. Payment for these days will be spread evenly over twelve (12) months (see Exhibit H-1—Supplemental Tri Schedule for annual amount).

- ~~a. c.~~ Deemed Done Days will mean additional time worked at the employee's discretion. Activities selected by the employee shall focus on improving student growth, multicultural diversity, strategies to assist English Language Learners, and/or instructional methods intended to help close the achievement gap. Examples of appropriate activities may include but not be limited to: staff development classes eligible for credit or clock hours; District approved departmental or individual projects related to student growth; curriculum events, IEPs, student placement and recommendation meetings; and pre-arranged co-curricular supervisory responsibilities.

- ~~Twenty-three (23) days for 2013-14; Forty-four (44) days for 2016-17~~
- ~~Thirty-one (31) days for 2014-15;~~
- ~~Thirty-seven (37) days for 2015-16~~

- ~~b. d.~~ Workshop Days: There will be four (4) ~~optional~~ mandatory days in Article VII, Section 9 (Certificated Employees Working Calendar).

These optional days will be used for workshops or as floating report card/goal setting days as follows:

October      Elementary Floating Goal Setting Day  
                 Secondary Workshop Day (3.5 hours building directed; 3.5 hours employee directed; with prior approval from building administrator, this day may be used to attend state workshop day trainings, conferences, and workshops.)

November      Elementary and Secondary Workshop Day (7 hours building directed)

January	Elementary and Secondary Floating Report Card Day
March	Elementary and Secondary Workshop Day ( <u>7 hours employee directed</u> )

Workshop days must be worked in their entirety; four (4) hours will be building directed and three (3) hours will be employee directed. The distribution of time on the workshop days above will be considered a trial for the 2016-17 school year. Goal Setting and Report Card days above may be worked off-site by all employees in the level of school to which that day applies.

Workshop Days are deemed done and annualized over a 12-month period; however, if an employee is absent on a workshop day then compensation will be deducted from the employee's pay warrant in the month following the missed day. Sick leave may only be used on workshop days with approval from the Director of Employee/Labor Relations may be required. Employees may use the leave described in Article V on these days.

e. c. Principal Effective Education: There are four (4) days of Principal Effective Education (PEE). Twenty-seven (27) hours days are optional and shall be directed by the building/program administrator. Such days will focus on improving student growth, multicultural diversity, strategies to assist English Language Learners, and/or instructional methods intended to help close the achievement gap. Three (3) hours are required for open house/curriculum night activities.

Three (3) of the thirty (30) hours will be specifically designated to compensate employees for open house/curriculum night activities. By November 1, an initial list of qualified activities for at least sixteen (16) hours will be provided. On or before March 1, a second list of qualified activities for the remaining eleven (11) hours will be provided. The lists will be developed by the building leadership teams. Activities will necessitate attendance in order to claim those specific hours of effective education. Additional options may be added to the list(s) throughout the school year. Building teams will avoid creating dates and topics that are in conflict with one another and that prohibit an employee from accessing available PEE hours. After the dates and topics for PEE have been communicated, itinerants and/or specialists may meet with their principal to discuss any concerns and potential alternatives.

For high school/secondary school certificated staff, three (3) of the thirty (30) hours will be specifically designated to compensate employees for open house/curriculum night activities; seven and one-half (7.5) (7) hours of the thirty (30) twenty-seven (27) hours will be specifically designated to compensate all high school/secondary employees who act as advisors. For the remaining nineteen and one-half (19.5) twenty (20) hours, a list of qualified activities, reflective of activities from previous years, will be provided.

Principal Effective Education Days will be paid by extra pay timesheet and pro-  
rated by FTE.

p. 373

TA Bruce Porter

Chadler

Tentative Agreement  
June 9, 2016

A84. New employees – *Tentative agreement to amend Article VI, Section 4.B.11 as follows:*

**11. New employees**

- a. Three (3) days will be available employees new to the teaching education profession (~~teachers~~) holding three-year provisional contracts and without any prior teaching educational experience) to attend the District's new employee's workshop.
- b. Fifteen (15) additional hours (prorated for less than full-time FTE) will be available to these new employees to use as specified in a plan developed with their mentor employee. This time will be paid as special projects pay.
- c. One (1) day of optional working time will be available for employees new to the Kent School District but not new to the profession (employees holding one-year provisional contracts) to attend the District's new employees workshop.

A85. IEP stipend – *amend Article VI, Section 4.B.12 as follows:*

**12. IEP Stipend:**

- a. In recognition of the extra time required for the development of IEPs, a \$2,500 ~~\$2,625~~ stipend will be paid to bargaining unit members responsible for writing and coordinating IEPs. Said stipend will be pro-rated based on FTE and paid in twelve equal monthly installments. Employees writing IEPs over case load limits will be paid ~~two (2)~~ three (3) hours at per diem for each initial and/or annual IEP (not amendments) over caseload guidelines.
- b. For employees receiving a new student ~~where the student's~~ whose IEP is already overdue, the IEP team will have up to thirty (30) calendar days from the student's first day in the classroom to complete a current IEP.
- c. The District shall offer annual IEP compliance training prior to the first contracted workday for new employees, and offered no later than September 30 for new and continuing employees. ~~Monthly "IEP Online" support sessions will be scheduled with the session dates provided to all inclusive education certificated staff. Staff are expected to submit completed IEPs on time based on the student's IEP annual cycle and compliant per the State IEP Review form which will be provided to staff prior to the first student day. IEPs needing revisions in order to be counted for funding will be revised within 30 calendar days.~~
- d. General education teachers shall be excused from IEP meetings with the consent of the parent as soon as the information relevant to the general education teacher is discussed.

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Tentative Agreement  
June 10, 2016

A88. Payment provisions — *amend Article VI, Section 6 as follows:*

**Section 6.6 — Payment Provisions**

A. Payroll checks shall be issued to the employee on the last calendar day of each month, excluding Saturday, Sunday or holidays. December payroll checks shall be distributed on the last scheduled school day preceding the winter vacation. As an option each employee may have his/her payroll check processed through the direct-deposit program, so long as the program is cost-free to the District except that all employees hired since September 1, 1997, are required to enroll in direct deposit of their pay.

B. Monthly salary payments shall be as follows:

1. For employees who commence employment at the beginning of the contract year with a regular contract and are scheduled to work the full year, payment of the base contract shall be made in twelve (12) monthly installments, each payment being one-twelfth (1/12th) of the total base contract.
2. For employees who commence employment after the beginning of the school year but before March 1 and who are scheduled to work the remainder of the school year, payment for the base contract shall be: (a) an initial payment calculated by Payroll to be the pro-rata monthly amount due for the first partial month followed by (b) the remaining salary being paid in equal monthly installments during the full months remaining through August 31. (Example: A employee contracted to work from Feb. 7 through the remainder of the year would be on the payroll 6 3/4 months and would receive payment in 6 equal installments after the initial partial installment.)
3. For employees who commence employment after March 1, and are scheduled to work the remainder of the year, payment of the base contract shall be paid through June with pro-rata calculations made for partial months. Employees in this category will have the option of continuing benefits, including payment of the District contribution, if any, through July and August through triple deduction on the June warrant.
4. For employees who are hired on a partial contract, i.e., October 7 - March 15, payroll shall make pro-rata calculation for the beginning and ending months and equal installments for the months in between. (Example: Oct., prorated; Nov. Dec., Jan., Feb., equal installments; March, final payment of all salary due.)
5. For persons employed on a separate contract who do not hold a regular contract, salary payment shall be made in prorated monthly payments with final payment held pending receipt in payroll of notification from the building principal of completion of the assignment.

**6. C. Time sheets**

1. Payment for salary earned by regular staff in extra duties (i.e., effective education, special projects, project leader, class coverage, staff trainer, home tutor) shall be in accordance with the established payroll time sheet dates. Completed time sheets must be received in payroll by the established monthly cut-off date for payment to be made on that month's warrant.
2. Time sheets for extra duties for the current school year must be received by payroll by the monthly cut-off date for September of the ensuing year. Payment will not be made for time sheets submitted after this established cut-off date, provided, that a written reminder is sent to all employees on or before August 31.

D. On payday, each employee shall receive a statement which shall itemize the employee's compensation and deductions for that month, leave time used during the month, and the balance of accumulated leave which remains. Each employee shall also receive a statement each January of the total compensation and deductions for the prior calendar year.

E. In the event of a mistake in payment resulting in underpayment, corrections shall be made within five (5) working days of the request to make the correction.

F. Pay for employees terminating employment in June will continue in equal monthly installments for the remainder of the fiscal year. Should an employee request full payment of all compensation owed, a request in writing shall be made to the human resources department by June 10 for payment within 30 days of the termination date.

G. The District agrees to maintain a user task force to oversee the Section 125 plan.

H. In the event an employee is on an unpaid leave of absence or separates from employment all monies owed employee will be paid in the next possible pay warrant.



TA Burr Prodr  
8-18-16

A89. Insurance — amend Article VI, Section 9 as follows:

**Section 6.9 — Insurance Benefits**

A. The District shall provide insurance premium payments towards premiums of approved District group insurance programs in accordance with the provisions and options outlined herein.

**B. Enrollment**

1. New employees desiring coverage must enroll in the medical and long-term disability-insurance programs within thirty (30) days of their employment.

2. Current employees shall have the option to change or enroll in insurance programs during the open enrollment period specified by the District. The District shall provide written notice of open enrollment dates by September 1 of each school year.

3. In the month following open enrollment, the District agrees to provide no less than two (2) after-school district-wide benefits meetings where human resources representatives will be available to review coverage, dependent and any other relevant information with employees.

4. Enrollment in the mandatory dental, group term life, and long-term disability programs is automatic.

C. The District contribution shall be according to the following schedule for all eligible employees and their eligible dependents, including domestic partners as defined in Exhibit I-1 (Declaration of Domestic Partnership). The District contribution shall first go to the premium cost of the dental plan, group term life and long-term disability, and then to the approved health and vision insurance (See Exhibit I), provided that an employee works a .5 certificated FTE:

D. Employees shall receive a District contribution equal to the full benefit allocation determined by the legislature prorated on a certificated FTE basis.

E. If the negotiated per employee per month amount does not cover the cost of premiums in full for the insurance plans above, the District shall deduct from the employee's monthly salary the amount necessary to pay the premium(s) due.

F. An employee who is on an authorized leave of absence may elect to keep in force an insurance membership that was in effect while the employee was previously on salaried status by reimbursing the District for the premium.

G. Monthly benefit provisions established for the employee shall commence with the first month's salary warrant and shall continue through August of that school year except:

DA Burell


1. Benefits for employees hired after March 1 and for those resigning or being terminated in June will automatically be kept in force through September 30 unless the employee authorizes in writing that any or all benefits be discontinued. Deductions for benefits will be made on the June, July, and August pay warrants for those leaving employment in June.
  2. Deductions for July, August, and September will be made on the June pay warrant for those hired after March 1.
  - ~~2.~~ 3. For those who resign, are terminated, or whose contract ends prior to June 1, the benefit payments shall cease with the final pay warrant.
- H. Any unused balance of the District fringe benefit contribution will be allocated for District-funded benefits for eligible employees. The total amount accumulated in this manner will be divided equally among the number of eligible employees and proportionately to eligible part-time employees. This additional contribution for payment of premiums for basic benefits will be adjusted throughout the year based on the total number of eligible employees and available balance of unused District benefit contribution.

TA Burr Pinder  
8-18-16

CP Pinder

A90/D24. Mentor program compensation clean up – Amend Article VI, Section 10.D as follows:

Beginning teachers and mentors will be paid a stipend for fifteen (15) hours at their per diem rate (see Article VI, Section 4.B.11) for participating in the KSD Mentor Program in addition to their regular salary. Mentor teachers will hold a districtwide caseload average of no more than 1:20 new teachers as long as the BEST grant funds this ratio.



A92. ESA experience stipend – *tentative agreement to amend Article VI, Section 11 as follows:*

**Section 6.11 – Educational Staff Associate Experience Stipend**

In an effort to be more competitive in both the recruitment and retention of educational staff associates, the District will grant an experience stipend. Such stipend will recognize all years of qualifying prior, non-education experience to educational staff associates as determined by Human Resources. The experience stipend will be calculated and paid as follows:

1. A. The employee's salary placement will be calculated based on current state salary placement criteria.
2. B. The employee's salary placement will then be calculated based on up to sixteen years of verified experience.
3. C. The difference between the salary computed on the state salary placement criteria and the computation of verified experience (up to 16 years) will result in the amount of the experience stipend.
4. D. The annual stipend will be paid in monthly increments throughout the year.
- E. In addition, the employee will be placed on the TRI schedule based on all years of professional experience as previously determined by the experience stipend.

PA Burn-Pol  
8-21

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- D25. Elementary workday clarification — *Amend the first paragraph of Article VII, Section 1 as follows:*

**Section 7.1 — Work Day**

**A. Length of Work Day**

Employees shall begin their work day thirty (30) minutes before the students' school day begins and shall continue until a minimum of thirty (30) minutes after the students' school day ends. The total length of the workday shall be a minimum of seven and one-half (7-1/2) continuous hours for all employees. In addition to the thirty (30) minutes before and thirty (30) minutes after, each elementary teacher shall have an additional twenty-five (25) minutes of duty-free planning time within the seven and one-half (7-1/2) hour workday either immediately before the start of the student day or immediately after the students are dismissed (see paragraph C.2 below).

MA Bruce Porter  
8-21

CPadilla

- A12. Planning time — *Amend the second and third paragraphs of Article VII, Section 1, the first three numbered paragraphs of the same section, and the eighth numbered paragraph of the same section, as follows:*

**B. Instructional and Duty-Free Time**

The instructional time shall be interpreted to mean the student day and shall specifically exclude the required thirty (30) minutes before and after school and the thirty (30) minutes minimum duty-free lunch period. Employees may leave the campus during their duty-free time but may be required to check out.

**C. Planning Time**

Individual planning time during the student day is employee-directed without other assigned duties. This may include, but is not limited to, lesson planning, parent communication, material preparation and student evaluation. No regularly occurring meetings will be scheduled during individual planning time during the student day unless the employee so chooses.

1. The secondary teacher's employee's total instructional time shall not exceed two hundred ninety (290) minutes per day. All secondary teachers employees shall have at least one period of preparation time each instructional school day.
  2. The elementary teacher's employee's total instructional time shall not exceed two hundred ninety (290) minutes per day. All intermediate teachers employees shall have an average of thirty-six (36) minutes of preparation time during each instructional day. All primary teachers shall have an average of thirty (30) minutes of preparation time during each instructional day. Each block of preparation time shall be at least thirty (30) minutes in length. Each primary and intermediate teacher shall ~~have his or her choice of~~ also have an additional twenty-five (25) minutes of duty-free planning time within the seven and one-half (7-1/2) hour workday either immediately before the start of the student day or immediately after the students are dismissed. Principals shall consult with their teachers regarding the building schedule. ✓  
Employee  
BP
  3. Teachers who have a preparation period during a scheduled assembly will not be required to attend the assembly unless additional supervision is necessary on a temporary basis to insure the safety and appropriate behavior of students.
- 3-D. Teachers of elementary music, elementary physical education, and all special education teachers' required contact time with students shall not exceed that of classroom teachers.
8. ~~Teachers who have a preparation period during a scheduled assembly will not be required to attend the assembly unless additional supervision is necessary on a temporary basis to insure the safety and appropriate behavior of students.~~

TA Burr Porter  
8-2-1

C Padilla

A13. Student recess and lunch—Add a new subsection to Article VII, Section 1 to read as follows:

**E. Elementary Student Recess and Lunch**

Students in grades K-6 shall be scheduled no fewer than two (2) daily recess periods during the student day, one of which will be scheduled adjacent to their lunch break. These recesses will be at least ten (10) consecutive minutes each, but no less than a combined total of twenty-five (25) minutes and no more than a combined total of forty (40) minutes. Students in grades K-6 will receive no fewer than twenty (20) minutes as a lunch period.

TA Buzz Porter  
8-21

Chadler

A14. Student supervision — *Amend Article VII, Section 1.4 as follows:*

4.F. The principal of a school may assign a reasonable load of extra duties beyond the instructional time as necessary to properly supervise the children of the school. Such extra duties shall be fairly and equitably assigned in a manner easily understood by all concerned with input from the employees in the building. Such extra duties shall not conflict with the classroom schedule of the teacher. When there is a conflict between the extra duty schedule and a particular employee's duties, the principal shall work collaboratively to facilitate a mutually agreeable resolution.



TA 6/12/16

CPadilla

Tentative Agreement  
May 18, 2016

A15. Exclusions from supervision duties – *Add a new subsection to Article VII, Section 1 to read as follows:*

G. Any employee who participates in state-mandated meetings on a regular basis is excused from the participating in the extra duties referenced in paragraph F above.

TH Buz Park

Chadler

Tentative Agreement  
May 18, 2016

A15. Exclusions from supervision duties – *Add a new subsection to Article VII, Section 1 to read as follows:*

G. Any employee who participates in state-mandated meetings on a regular basis is excused from the participating in the extra duties referenced in paragraph F above.

TA Ben Pata

C. Padilla

Tentative Agreement  
May 18, 2016

A16. Evening parent conferences – *Reformat Article VII, Section 1.5 as follows:*

**5.H. Evening Parent Conferences**

The impacted KEA members of each building/site may elect alternative hours to provide for evening conferences with parents. Such change may occur with a 67 percent vote of approval by the impacted members. The agreement to do so must provide:

- 1. No member will be required or expected to work more than 37.5 hours a week, prorated for weeks with fewer than five work days.
- 2. Alternative schedules will allow members who choose to do so to work a longer day(s) and then be compensated with a day(s) shortened by an equal number of hours.
- 3. In the event that a schedule runs into the dinner hour, an employee may elect to schedule a duty free meal break of up to 30 minutes.
- 4. Members who are unable to accommodate the adjusted schedule will work the regular contract day of 7.5 hours and will suffer no consequences, tangible or otherwise, for not staying late.

TA Ben Porter  
8-21

CPA

D26/A17. Staff meetings and PLC meetings – Amend Article VII, Section 1.6 as follows:

**6.I. Staff Meetings, PLC Meetings and Team Meetings**

1. The purposes of faculty (all staff) meetings are to share information with employees, provide training of limited scope and duration, review and adjust the School Improvement Plan (SIP) and involve staff in decision-making. There shall be no more than two (2) hours of faculty meetings (of 60 minutes or less) per month with a maximum of twelve (12) meetings per year. The building administrator may choose to schedule fewer meetings.
2. A total of an additional ~~four~~ (4) two (2) hours per month will be used for Professional Learning Communities (PLC) meetings (of 60 minutes or less) to complete inquiry work, focus on subject area curriculum, review student achievement data, and to plan instructional interventions. The building administrator may choose to schedule fewer meetings.
3. Annually, employees at each building will vote to decide if the meetings in this section will take place prior to or following the school day.
4. No meeting shall extend more than sixty (60) minutes after students are dismissed or occur earlier than sixty (60) minutes before the student day begins, unless Association members of each building/site elect alternative meeting hours. Such a change may occur with a majority vote of approval by the impacted members, although such meetings shall not include additional non-meeting time between the start or dismissal of the student day and the start or dismissal of the meeting.
5. Such The meetings in this section will not be held on professional development days or other days on which student attendance hours have been reduced. No meetings or trainings may be held during employee-directed time on late start days, workshop days, or parent/employee conference days or in the first or last five (5) school days of the year.
6. Staff may meet additionally on their own initiative and discretion, but will in no way be directed to attend by the administration, nor will the lack of participation in additional meetings be reflected in any disciplinary document.
7. If an emergency (an unexpected and dangerous situation requiring immediate action) or other need for immediate communication arises, a special staff meeting of limited duration and purpose may be called by the building administration.
8. The limitations in this section do not apply to meetings required by state and/or federal law.

No meeting time will be planned during the first or last five (5) school days of the year, nor in the five (5) school days prior to parent employee conferences or during parent-teacher conferences, on late arrival days, or on professional development days.

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8-21

C. Paul

D27. Late arrival days – Amend Article VII, Section 1.7 as follows:

**7.J. Alternate Calendar / Late Arrival Days:** See Exhibit B in the Appendix for the Letter of Agreement on Late Arrivals and Chart of Late Arrival Dates for 2013-2014 Memorandum of Understanding regarding the calendar for Late Arrival Days.

- a. ~~For the duration of this contract professional development on late arrival days will focus only on Professional Learning Communities. Implementation of the CLESD Instructional Framework, the CLESD Evaluation Rubrics and/or the Common Core. Any other/new building or district initiated programs/professional development that does not address CLESD, Common Core, or PLCs will be optional. Professional Learning Communities: see Exhibit A in the Appendix.~~

~~The following considerations will occur in the implementation of PLCs:~~

- ~~1) Employees who work in two or more buildings shall select a site for their PLC in consultation with their supervisor, with the understanding that such meeting time should not impact instructional time during the student day.~~
- ~~2) By October 1 each year a plan will be developed collaboratively among principals, district administrators and impacted staff members to resolve any scheduling conflicts.~~
- ~~3) Part time Employees (less than a 1.0 certificated FTE contract) for whom a PLC is not part of the regular continuous work hours shall be paid for one (1) hour at per diem for attendance at a PLC.~~

b.1. Should the District operate on an emergency, shortened schedule due to inclement weather or other emergency, work planned for late arrival time will be cancelled, and employees will report to work one half hour before the start of the adjusted student day.

e.2. Staff will not be required to supervise students during the late-arrival time.

d.3. The iGrad program will not implement the Late Arrival Calendar. Transitional Outreach Program (TOP) and Early Childhood Education Program (ECE) will not serve students on Late Arrival Days and will use the day for professional collaboration with the team members.

A18. Leave on school closure/shortened days – *amend Article VII, Section 1.9 as follows:*

~~9.K.~~ For any day on which the District operates on an emergency, shortened schedule due to inclement weather, teachers will not be required to report for work until one-half (1/2) hour before the start of the adjusted student day. On any such day, teachers will be required to report to the school office immediately upon arrival and sign an attendance log indicating their time of arrival. Any teacher reporting after the beginning of the adjusted student day, will use Employee Discretionary Leave first (if available), and then Leave for Illness, Injury and Emergencies in half-hour increments. For each half-hour that a teacher arrives after the start of the adjusted student day, a half-hour of leave will be deducted. On days on which the District operates on an emergency closure or shortened schedule, any employee having previously taken sick leave or discretionary leave will have it reinstated.

160817tar.docx  
not sure if  
given to  
Lewin

TA Bruce Porter  
821

A19. Itinerant employees – Add a new Article VII, Section 1.M to read as follows:

Chadler

**M. Itinerant Employees**

1. All itinerants will be paid for travel time (.1 FTE) and mileage for travelling between work sites on the same work day. In addition, all itinerants will be given plan time and duty-free lunch time as required by the collective bargaining agreement.
2. All itinerants who work at both a secondary and elementary school will be paid on an adjusted contract if the combined hours are longer than 7.5.
3. The District will identify department/program leaders for itinerants to ensure that work issues are equitably addressed throughout the district including, but not limited to, expectations around staff meetings, late start dates, changes in schedule, conferences, in-service days, concerts, other after school events. As with any employee/supervisor issue, employees and supervisors may seek assistance from HR in resolving any disagreements.
4. Because of the travel time in paragraph 1 above, a part-time employee is not eligible to add an additional position at a different school if the combined total FTE would be greater than .9 FTE unless the District specifically agrees to an adjusted contract greater than 1.0 FTE.



TA Buzzford

CP

Tentative Agreement  
June 23, 2016

D29. Clean-up – *Delete the second paragraph of Article VII, Section 2:*

~~The District and Association agree to establish a joint committee to research, analyze data and develop recommendations to their respective bargaining teams regarding caseloads and workloads for special education teachers, specialists and Educational Staff Associates (ESAs), in preparation for bargaining a successor collective bargaining agreement in 2016, to be effective September 1, 2016. The District and the Association will each appoint up to five (5) members to represent their interests. One District member and one Association member will serve as co-chairs of the committee. The joint committee will begin meeting by no later than October 15, 2015, and will meet monthly thereafter. The joint committee's recommendations will be submitted to the parties' respective negotiating teams on or before February 1, 2016.~~

TA *Burt Porter*  
8-21

D30/A21. PE and Music Overload – *Amend Article VII, Section 2.A.3-4 as follows:* *C. R. Miller*

3. Every effort, including hiring of new employees, will be made to minimize the number of general education split classes. Class size in general education classrooms shall be considered in overload status when the class exceeds the numbers below:

**For the 2015-2016:**

Grades K-3 – 23 students per class (class size in K-3 shall not exceed 26)\*

Grade 4-6 – 27 students per class (class size in grades 4-6 shall not exceed 29)\*

Grades 7-8 – 30 students per class and 143 students per day, with a maximum daily class load/enrollment of 150 based on five class periods per day. Health classes are academic and are not an exception.

Grades 9-12 – 32 students per class and 153 students per day, with a maximum daily class load/enrollment of 160 based on five class periods per day (with the exception of advisory period). Health classes are academic and are not an exception.

For purposes of calculating the daily class load/enrollment, secondary block schedules requiring instruction of the same students for two (2) or more periods per day, will be counted for each period of instruction.

~~No elementary class shall exceed the student enrollment as stated above, with the exception of P.E. and music as provided in Article VII, Section 2.A.4.~~

4. For P.E. and Music classes, the following overload limits will apply:
- a. At the secondary level, physical education (P.E.) and performing music classes will be 40 students per class, with a total daily class load/enrollment maximum of 200. P.E. and music teachers may choose to take larger classes and total daily class loads without overload pay to accommodate their program needs. No teacher shall be required to exceed these limits.
  - b. At the elementary level, the overload levels for P.E. and music classes for the 2015-16 school year will be 28 students in K-3 and 31 students in grades 4-6. In elementary classes consisting of more than one grade level, actual enrollment shall not be more than the student - P.E. and music teacher ratio per class for the lower grade level.

TA Burr Porter  
8-21

C. P. Miller

D31/A22. Elementary Overload/Reopener – Amend Article VII, Section 2.A.5-6 as follows:

5. The teacher and principal will make an assessment regarding which type of overload relief will be in the best interest of the students. The following are options to address class size if class sizes reach overload status:
  - Balance classes
  - Create additional sections
  - In elementary schools, ~~provide para-educator time for the classes that are overloaded or~~ overload relief pay (see tables in Subsection 6, below).
  - In secondary schools, provide class size and daily enrollment overload relief pay (see tables in Subsection 7, below)
  - Reassign staff
  - Any other creative solution mutually agreed upon in writing by the affected teacher and principal or superintendent/designee
  - Create split subject or grade level classes

**6. Elementary General Education Overload Relief**

- a. When overload exists on the class size adjustment dates of September 15<sup>th</sup> and/or the seventh (7<sup>th</sup>) day of second semester; or for more than five (5) consecutive days beginning after a class size adjustment date, the teacher will be eligible for overload relief in the chart below. In the event that an elementary teacher's classroom is in overload, the teacher ~~can choose either paraeducator time or~~ shall complete and submit documentation for monetary relief to the building administrator. According to the teacher's choice, overload relief will be allocated as set forth in this subsection. Teachers are expected to complete, sign and submit an Elementary Overload Choice Form (Choice Form) to the building administrator within the first five (5) days of overload. Building administrators will verify and sign the form and submit it to Human Resources within five (5) days of receipt from the teacher. Delay in submitting the Choice Form may delay processing of requested relief, particularly for teachers choosing paraeducator support.

~~In the 2015-2016 school year:~~

Elementary Schools - Student Enrollment	Para-educator Time		Daily Overload Pay (Paid quarterly)
Grades K-3 24-25	2.0 hours daily	OR	\$16.00 \$20.00
Grades K-3 26*	3.0 hours daily	OR	\$16.00 \$20.00
Grades 4-6 28	2.0 hours daily	OR	\$16.00 \$20.00
Grades 4-6 29*	3.0 hours daily	OR	\$16.00 \$20.00

\*No elementary class shall exceed the student enrollment as stated above, with the exception of P.E. and music as provided in Article VII, Section 2.A.4.

- b. Elementary PE and Elementary Music teachers are limited to a maximum of 9 classes sessions/day and overload pay will be paid at the rate below:

<u>Elementary PE/Music class size</u>	<u>Daily overload pay (Paid quarterly)</u>
Grades K-3 29 <sup>th</sup> student	\$5.00/class/day
Grades 4-6 32 <sup>nd</sup> student	\$5.00/class/day

**A. ~~For Teachers Choosing Paraeducator Time:~~**

- ~~i. For classroom teachers choosing paraeducator support, daily monetary relief will be paid for any occurrence when an overload paraeducator position is unfilled for three (3) or more consecutive student days, due to the paraeducator's absence or an unfilled vacancy. These payments will be made retroactively to the first day of the absence or vacancy.~~
- ~~ii. If student enrollment increases from one level to a higher level during any quarter, the higher level of relief will be paid for the remainder of the quarter, provided the higher level of enrollment is maintained for five (5) consecutive days or more.~~
- ~~iii. For classroom teachers choosing paraeducator support, the support will be authorized for the remainder of each quarter; however, if class size drops below overload prior to the end of the quarter, the teacher may be asked to work collaboratively to share the paraeducator support to better meet student needs within the building. The building administrator will consult with the teacher regarding any proposed change that would occur prior to the end of the quarter.~~

**B. c. ~~For Teachers Choosing Monetary Relief:~~** Overload payments will be calculated starting on the class size adjustment date in each semester or the sixth (6<sup>th</sup>) consecutive student day of overload beginning after a class size adjustment date, whichever occurs later, and will be subject to the following conditions:

- i. Monetary relief will be retroactive to the first day of overload on or after the class size adjustment date, unless overload continues from the end of the first semester into the start of the second semester.
- ii. Once a classroom qualifies for ~~monetary~~ overload relief, the relief will be paid for all remaining school days in that quarter.
- iii. Classrooms continuing in overload after the end of a quarter will not have to requalify unless the student enrollment drops below overload in the first five days of the following quarter.
- iv. Monetary relief for overload will be paid quarterly in the pay warrant issued for the month following the end of each quarter.

~~v. In the event that student enrollment reaches the maximum level for the grade level of a particular class, the classroom teacher will have the option to choose para-educator support, even if the teacher had previously chosen monetary relief.~~

~~vi. A classroom teacher choosing monetary relief instead of paraeducator support cannot change their election for the remainder of the school year unless classroom enrollment reaches the maximum class size for that grade level. If a classroom teacher requests a change in the form of overload support on a hardship basis during the school year, the District and the Association will confer and consider the request on a case-by-case basis.~~

TH Ben Ponder  
F-21

C. Padilla

D32/A23. Secondary overload/overload relief dollars — *Amend Article VII, Section 2.A.7 (from the revised language in the MOU) as follows:*

**7. Secondary General Education Overload Relief for 2015-16**

- a. Overload monetary support will be allocated to secondary classroom teachers when the overload exists on the class size adjustment dates of September 15th and/or the seventh (7th) day of second semester, or for fifteen (15) consecutive student days starting after either of the class size adjustment dates, as set forth below:
- a. b. Overload payments will be calculated starting on the class size adjustment date in each semester or when the overload exists for fifteen (15) consecutive student days or more, after a class size adjustment date. Monetary relief will be retroactive to the first day of overload on or after the class size adjustment date, unless overload continues from the end of the first, second or third quarter into the following quarter.
- b. c. Once a secondary teacher's daily student enrollment qualifies for overload relief, daily overload pay will be paid for all days that the classroom remains in overload for the remainder of the quarter, without having to requalify for fifteen consecutive student days.
- c. d. Student Exclusions from Class Load/Enrollment Count. Teaching assistants (TAs) and students assigned only for advisory program purposes will not be counted in determining a teacher's daily student enrollment and/or class size for purposes of overload relief.
- d. e. Classrooms continuing in overload after the end of first, second and/ or third quarter will not have to requalify unless the student enrollment drops below overload in the first seven (7) student days of the following quarter.
- e. f. Daily overload will be paid quarterly in the pay warrant issued for the month following the end of each quarter.

**In the 2015-16 school year:**

- i. g. For secondary teachers with a 1.0 FTE contract and teaching 5 classes per day (or the equivalent on a block or other alternative student schedule).

**OVERLOAD RELIEF FOR CLASS SIZE AND ENROLLMENT - 1.0 FTE (5 Classes)**

Middle School – Daily Student Enrollment for 1.0 FTE	Class Size and Enrollment Overload Compensation
31 or more students per class, and/or daily enrollment of 144 - 150 students per day	\$2.00/ \$4.00 per student/class, starting with the 31 <sup>st</sup> student, plus \$140.00 per quarter if a teacher's daily enrollment is 144-150

PA Base Pay  
8-21

High School -- Daily Student Enrollment	Class Size and Enrollment Overload Compensation
33 or more students per class, and/or daily enrollment of 154 - 160 students per day	\$2.00 \$4.00 per student/class starting with the 33rd student, plus \$140.00 per quarter if a teacher's daily enrollment is 154-160

h. PE and Music overload pay will be paid at the rate below:

<u>Secondary Music and PE -- Daily Student Enrollment for 1.0 FTE</u>	<u>Class Size and Enrollment Overload Compensation*</u>
<u>33 or more students per class, and/or daily enrollment of 190 students per day</u>	<u>\$2.00/ \$4.00 per student/class, starting with the 33rd student, plus \$140.00 per quarter if a teacher's daily enrollment reaches or exceeds 190</u>

\* P.E. and music teachers may choose to take larger classes and total daily class loads without overload pay to accommodate their program needs.

ii. i. For secondary teachers with less than or greater than a 1.0 FTE contract, and for PE or Music teachers or ESAs who are also teach at least one (1) academic class qualifying for overload relief, daily class size and student enrollment levels for eligible classes will be pro-rated based on the number of classes (or the equivalent) as set forth in charts below. **PRO-RATED OVERLOAD RELIEF FOR DAILY ENROLLMENT BY TEACHER FTE** Per student per class monetary relief applies to all classes (except P.E. and Music), regardless of the number of classes taught per day. However, maximum daily enrollment overload and daily cap are pro-rated as follows:

Teacher FTE (number classes)	Middle School - Maximum Daily Enrollment	High School - Maximum Daily Enrollment
0.8 FTE (4 classes)	120 students per day and/or enrollment overload relief starting at 115	33 or more students per class, 128 students per day and/or total enrollment relief starting at 123
0.6 FTE (3 classes)	90 students per day and/or enrollment overload relief starting at 86	96 students per day and/or enrollment overload relief starting at 92
0.4 FTE (2 classes)	60 students per day and/or enrollment overload relief starting at 57	64 students per day and/or enrollment overload relief starting at 61

0.2 FTE (1 class)	33 students per day and/or enrollment overload relief starting at 31	36 students per day and/or enrollment overload relief starting at 33
1.2 FTE* (6 classes)	180 students per day and/or enrollment overload relief starting at 173	192 students per day and/or enrollment overload relief starting at 185

\*1.0 FTE teacher with 0.2 Supplemental Contract for extra class

8. The building administrator will make a reasonable to equitably distribute students eligible for special education students and students eligible for ELL services students among classrooms.
9. For the purposes of determining general education class size and workload, students mainstreamed from Special Education programs (excluding students receiving a single special education service such as speech/language pathology services) will be counted according to the following:
  - a. Elementary level – ~~Special Education program~~ students eligible for special education in a general education classroom:
    - i. Students assigned to general education classrooms from Special Education programs for five (5) hours or more per week, in areas related to IEP goals or for content area instruction, will be counted as full-time students in the general education classroom.
    - ii. Music and P.E: Any Special Education student in the program on a regular basis will be counted as full-time student for the music or P.E. teacher.
  - b. Secondary level – ~~Special Education program~~ students eligible for special education in a general education and/or IP classroom.
    - i. For purposes of calculating daily student enrollment for overload purposes, students assigned to general education and/or Integrated Program (IP) classrooms from Special Education programs for five (5) hours/class periods or more per week in areas related to IEP goals or for content area instruction, will be counted as full-time students in the general education and/or IP classroom.
    - ii. Any secondary student in a Special Education program who has an IP teacher as his or her case manager, but who is not assigned to at least one class taught by that case manager, will be counted as a full-time student on the IP teacher's student enrollment for general education overload purposes, in addition to all other students assigned and/or enrolled in the IP teacher's classes.



- iii. For secondary IP classes which utilize a "team teaching" model, the total number of enrolled students, general education and IP students will be allocated to the general education teacher's class size and daily enrollment count, while only the students on the IP teacher's roster will be counted on the IP teacher's class size and workload.

TA Ben Potts

CP Miller

Tentative Agreement  
June 23, 2016

A24. Clean-up – Amend Article VII, Section 2.A.8 as follows:

8. The building administrator will make a reasonable effort to equitably distribute special education students and ELL students among classrooms.

Amended  
as per by  
later TA of  
8/18

D33/A25. Special Ed and ELL – *Amend Article VII, Section 2.A.10 through 13 as follows:*

10. Special Education, Specialists, and Educational Staff Associates (ESAs)

KSD and KEA recognize that a reasonable school class size or caseload ratio is desirable and that the extensive demands of students with special needs require considerable plan development and implementation, individual time with students, and creates a higher workload, and that specialists who deal with broad portions of the student population must have responsibility to serve reasonable numbers of students in order to be effective. KSD and KEA believe that class-size and caseload ratio must reflect individual school needs and unique problems. The staffing allocation to the buildings will be based on staff to student ratios and will be monitored for consistency with District goals.

Itinerant support personnel may initiate caseload concerns in writing to the Inclusive Education administrator and the ESA Workgroup Lead. The Lead will work with members of the workgroup to address the concern. If after (5) days the concern is not addressed, the employee may submit his/her concerns to the superintendent's designee advising of the concern and of the decision or action taken by the administrator. The superintendent's designee will respond within five (5) days to the employee recommending a disposition of the concern consistent with the District program and mission and within budgetary, contractual, and legal constraints. When resolving caseload concerns, district averages will be used for nurses.

The program administrator will respond to ELL caseload issues within five (5) school days. ELL caseloads for buildings exceeding district caseload guidelines will be remedied by the program administrator within ten (10) school days.

The following are caseload guidelines:

Nurse	1:1500 students
OT	30 students
PT	30 students
SLP	45 students
ELL	90 students
<u>Secondary Counselor</u>	<u>1:400 students/minimum 1.0 FTE per grade level*</u> <u>*excluding academy schools</u>
<u>Elementary Counselor/ Social Worker or Behavior Interventionist</u>	<u>Minimum 1.0 FTE per school</u>

<u>LINK</u>	<u>1:10 students</u>
Psychologist	<del>1: up to 1300 students</del> <u>1 to 1100 students on a districtwide average; specific assignments will be balanced by taking into account school size and special programs at schools</u>
Teacher-Librarian/Media Specialist:	All secondary schools <u>with the exception of academies</u> shall be staffed with a minimum of 1.0 FTE certificated employee to provide instruction in library/literacy skills and technology support.
Self-Contained Academic/Support Center	12 students 1:4 staff/student ratio
Self-Contained Life Skills/Adapted Support Center	10 students 1:2 staff/ student ratio
Resource room/Integrated Program	30 students 1:15 staff/student ratio
Emotional/Behavioral Disorder/School Adjustment	10 students 1:4 staff/student ratio
<u>TOP</u>	<u>12 students</u>
Social Worker	30 students
Preschool /Early Childhood Education	12 IEP students per session, 6 students extended day 1:4 Staff /Student ratio

11. Overload Relief for Special Education ~~Employees~~ Classroom Teachers:

While individual students may require additional adult assistance, an adult to student ratio will be utilized for purposes of staffing. When caseload guidelines are exceeded, the following support will be provided:

- a. Ratio exceeded by one (1) student Two (2) hours of paraeducator time per day will be provided
- b. Ratio exceeded by two (2) students Two (2) additional hours of para-educator time
- c. Ratio exceeded by three (3) students Two (2) additional hours of para-educator time
- d. Ratio exceeded by four (4) or more students: two (2) additional hours of para-educator time per student and an additional half-day of release time per quarter for the additional workload.

No special ed caseload shall be exceeded by more than five (5) students.

#### 12. Overload Relief for ESAs:

- a. Occupational Therapists, Physical Therapists and Speech and Language Pathologists.

Caseloads will be monitored monthly based on students with current IEPs. In the event of inequitable caseload sizes among therapists, the therapists agree to work together to make adjustments as necessary with the ESA Lead.

- b. Speech and Language Pathologists

The caseload for a speech and language pathologist (SLP) will be 45.

An individual's caseload will be considered full when it equals the caseload size of 45. In any given month, any SLP who has a caseload of 40 or less will be expected to assist those SLPs in overload.

- c. Course of Action if Overload Occurs for ESA Employees:

- 1. Caseload balancing through collaboration with the ESA Lead, administration, workgroup members with lower caseloads and impacted staff.
- 2. Assistant Staff (COTA, SLPA, PTA) to support the certificated therapist.
- 3. Hire more certificated or classified assistant staff
- 4. Effort will be made by the district to hire certificated staff when available to keep the caseloads within the caseload guidelines and decrease the use of assistants except in the case of the unavailability of certificated staff.

5. In scheduling school psychologists, the district will make efforts to minimize the number of schools assigned to each psychologist.

6. If the District is unable to contract with enough school psychologists to meet the districtwide staffing average in this agreement, the District will offer additional FTE (e.g., 1.2 FTE contracts) to existing school psychologists staff. Extra FTE cannot be required and must be agreed upon by the school psychologist. Extra FTE will be provided from the date that the overload FTE is assigned.

6-7. Workload relief for nurses will be provided by health tech assistants.

### 13. Para-educators

The parties recognize the important role played by para-educators and agree that para-educator assistance will be provided per 1.0 FTE teacher as follows to work both in the special education room and to work in the general education room as needed to provide inclusive experiences for students as directed by the special education teacher. Special education teachers with lower caseloads will work collaboratively with general education teachers at the secondary level, the curricular leader or department head to share para-educator time as needed to meet the needs of special education students in the building. ELL para-educator relief in schools exceeding district caseload guidelines will be determined by the program administrator as needed. In the event that additional assistance is needed to meet student needs, either teacher may request a meeting with the building administrator to address the situation.

The following para-educator hours are based on a 1.0 FTE teacher:

Resource Room/Integrated Program	6.0 hours per day
Self-Contained Academic/Support Center	13.0 hours per day
Self-Contained Life Skills/Adaptive Support Center	13.0 hours per day
Emotional Behavioral Disorders/School Adjustment	13.0 hours per day
Preschool/Early Childhood Education	13.0 hours per day
English Language Learner Elementary	15.0 hours per day
English Language Learner Secondary	12.0 hours per day

Para-educator staffing may be added to special education classrooms with high impact students based on the unique needs of students. Other remedies will be explored with the teacher and principal.

In the event there exists a financial necessity (including but not limited to levy failure or a significant decrease in state support) that leads to a significant number of layoffs pursuant to Article VII, Section 8, this section (Article VII, Section 2) will not be applicable.

TA Burn-Pad  
8-21

A26. Student progress reporting – *Amend Article VII, Section 2.B as follows:*

C. Fuller

**B. Student Progress Reporting**

1. The building principal or other administrative authority may not change a pupil's grade except for good cause following an inquiry as to the justification for such change. Any change in a pupil's grade shall be preceded by notice to the teacher who had assigned the grade to allow an opportunity for the teacher to provide relevant information to the principal or other administrative authority. Whenever the teacher authority shall, if reasonably feasible, delay the decision concerning the grade change so that consultation with the teacher may occur.
- 3.2. Secondary teachers shall be given at least four (4) workdays following the end of the quarter to complete student-progress reports. Teachers will be given one (1) optional day in January to work on semester report cards. This day (detailed in Article VI, Section 4) will be scheduled on the certificated teacher's working calendar but the time may be worked at the teacher's discretion any time within the window provided for report card preparation. Upon request, teachers shall provide, by the last day of each semester, a list of all students who have not successfully completed course requirements.
3. Elementary students shall be dismissed two and one-half hours prior to the end of the regular school day for five days each semester for elementary teachers to conduct regular conferences. If a parent requests, a conference need not be held. Telephone conferences may substitute for conferences, upon the parent's request.
4. Each elementary school will have an employee workshop day in October to prepare for student goal setting and in January to prepare for student progress reporting. These two (2) optional days (detailed in Article VI, Section 4) will be scheduled on the certificated employees' working calendar but the time may be worked at the employee's discretion any time within the window provided for goal setting/report card preparation determined by the building. Half-day kindergarten teachers shall be compensated for an additional half day in October and in January to prepare student progress reports for each kindergarten session taught by the teacher. Elementary Music and PE teachers shall not be required to write comments for report cards.
4. ~~If a parent requests, a conference need not be held.~~
5. ~~Telephone conferences may substitute for conferences, upon the parent's request.~~

MA Burr-Parker  
8-21

D34. Special allocation – *Delete Article VII, Section 2.C as follows:*

*Radell*

C. Special Allocation

1. Each elementary school will be allocated an additional certificated .5 FTE to assist in staffing of K-3 instructional programs. ~~Building staff will determine the assignment based on site-specific needs in accordance with OSPI K-3 allocation guidelines.~~
2. The District shall provide one six-hour clerical assistant for secondary classroom employees per secondary school.



TA Power Point  
8-21

CPadilla

A27. Teacher-Librarians – *Add a new subsection to Article VII, Section 2 to read as follows:*

X. Teacher-Librarians will be provided time to meet in cross-district meetings for training related to their jobs on at least 80% of the District late arrival days. The District shall seek input from teacher-librarians and KEA before making any changes in the Teacher-Librarian job description.

TA Ben Porter  
8-21

A28. Counselor/Social Workers — *Add a new subsection to Article VII, Section 2 to read as follows:*

X. Counselors/Social Workers will be provided time to meet in cross-district meetings for training related to their jobs on at least 80% of the District late arrival days. The District shall seek input from Counselors/Social Workers and KEA before making any changes in their job descriptions.

Chad

TA Burr Porter  
8-21

A30. Facilities and equipment – Amend Article VII, Section 3 as follows:

CPavlin

**Section 7.3 – School Facilities and Equipment**

- A. Reasonable effort shall be made consistent with financial abilities to provide employees with properly maintained adequate facilities, heating and lighting, and health and safety standards. The District shall maintain safe working and learning conditions meeting all legal standards for health, safety, heating and lighting, including, but not limited to those identified in Chapter 246-366 WAC. Heat will be turned on at least an hour before employees are scheduled to arrive in classrooms and maintained for at least an hour after the employees are scheduled to leave. The District also shall provide heating for evening workshops, PLCs, conferences and other activities that extend beyond the normal workday. The District shall establish and maintain a communication protocol for anyone who has concerns over the temperature of the building to address issues in a timely manner. Typical communication will occur to the building administrator who will work with custodians and the maintenance department to resolve the issues as quickly as possible. This protocol will be created and disseminated no later than Oct. 1, 2016 by the District's business services department.
- B. All classrooms and workspaces will be equipped for the purposes of communicating emergency situations.
- C. Isolation rooms shall be located and maintained in such a way as to meet all legal standards for student and employee safety.
- D. Specialists with specific equipment and/or space configured to provide their services, including but not limited to OT, PT, Band, and Orchestra, will be consulted prior to any moves within the building to make sure that their services can be delivered in the proposed new work location.
- E. A reasonable effort shall also be made to relocate a teacher into the regular building after teaching one year in a portable, unless that portable is being utilized as a special class, facility or department. Teachers requesting relocation shall be given a written explanation as to why they cannot be placed into non-portable classrooms for the following school year.
- F. All employees will be provided a personal computer with access to all necessary peripherals. Counselors will be provided a portable computing device with access to the software or applications necessary for completion of the employee's work.

TA Burr Porter  
8-21



A31. Professional development – *Amend Article VII, Section 4 as follows:*

**Section 7.4 – In-Service Professional Education Development**

- A. Kent School District will provide professional growth opportunities for all employees. The District will provide job-embedded professional development on district curriculum, programs, and initiatives. When new curriculum or programs are adopted, all employees affected by the new curriculum or program will be offered training. If required professional development is offered outside of the contract day or calendar, employees shall be paid at per diem. New employee training will include current District curriculum and program expectations.
- B. Whenever sufficient interest warrants, in-service courses shall be designed that offer an opportunity for staff to improve their skills. Such courses shall be offered for college extension credit when possible.
- C. All materials, tuition, and out-of-District transportation fees for college extension courses and/or District courses required by the administration shall be paid by the District, excepting for fifth year requirements.
- D. Clock hours will be available for employees at no cost. College credit will be offered whenever possible at the rate charged by the designated university. If required training is offered at a site away from Kent School District facilities, mileage costs will be reimbursed by the District.
- E. All materials used for professional development will be provided by the district without cost to the employee. If the professional development is based on a newly adopted program or curriculum, access to the materials for that program or curriculum will be provided to the participants before or at the time of the professional development, to include online access.

TA Bmz Pad

C. P. Miller

Tentative Agreement  
June 23, 2016

A33. Student Teachers – *Amend Article VII, Section 6 as follows:*

**Section 7.6 – Student Teachers**

- A. Teachers are under no legal obligation to the District or to a college/university involved to accept a student teacher or a September experience student. If the teacher does accept this responsibility, he/she does so on a voluntary basis.
- B. In no case shall a ~~newly employed (first year)~~ provisional teacher be requested to accept a student teacher or a September experience student.
- C. The supervising teacher does have the right to recommend dismissal of a student teacher, ~~and~~ Prior to dismissal the supervising teacher shall provide an explanation to the building administrator, the college supervisor, and the student teacher involved.

YA Brian Pord

CPadilla

Tentative Agreement  
June 23, 2016

A34. Non-discrimination – *Amend Article VII, Section 7 as follows:*

**Section 7.7 – Non-discrimination/Affirmative Action**

- A. The District shall ensure that all applicants and employees are considered only on the basis of job-related qualifications. The District shall elect employees as needed on the basis of merit, training and experience, and there shall be no illegal discrimination against any employee or applicant because of race, creed, color, sexual orientation, including gender expression or identity, national origin, marital status, religion, sex, age or the presence of sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability. In accordance with the Kent School District Affirmative Action Plan, the District retains the right to choose the better-qualified applicant based upon bona fide occupational qualifications.
- B. In implementing this Agreement, the District shall recruit, employ and assign personnel in conformity with state and federal rules, laws, regulations and directives and in accordance with the Affirmative Action Plan of the Kent School District.

JA Buzz Port  
8-21



- D63. Working Calendar — Replace Article VII, Section 9 with the following and insert the 2016-17 certificated employees working calendar as a new exhibit:

**Section 7.9 — Working Calendar**

The working calendar for employees covered by this Agreement for the first school year of this collective bargaining agreement is attached as Exhibit [X] and incorporated by reference.

sent back  
w/out  
signature?

**Kent School District**  
**Article VII, Section 9**  
**Certificated Employees Working Calendar**  
**2016-2017**

*Note: In the event of school cancellation by the district, the make-up day(s) shall occur in June.*

M	T	W	T	F		M	T	W	T	F	
<b>AUGUST</b>					*Required Days +Floating Prep Day	<b>FEBRUARY</b>					
*29	*30	+31									
<b>SEPTEMBER</b>					#School Starts 9/1 ( ) Labor Day 9/5 21 School Days	<b>MARCH</b>					( ) Presidents' Break 2/20 - 2/24 15 School Days
			#1	2				1	2	3	
(5)	6	7	8	9		6	7	8	9	10	
12	13	14	15	16		13	14	15	16	17	
19	20	21	22	23		(20)	(21)	(22)	(23)	(24)	
26	27	28	29	30		27	28				
<b>OCTOBER</b>					@ Workshop Day 20 School Days	<b>APRIL</b>					@ Workshop Day 22 School Days
3	4	5	6	7				1	2	3	
10	11	12	13	(14)		6	7	8	9	(10)	
17	18	19	20	21		13	14	15	16	17	
24	25	26	27	28		20	21	22	23	24	
31						27	28	29	30	31	
<b>NOVEMBER</b>					@ Workshop Day ( ) Veterans Day 11/11 ( ) Thanksgiving 11/24 & 25 18 School Days	<b>MAY</b>					( ) Spring Vacation 4/10 - 4/14 15 School Days
	1	2	3	(4)		3	4	5	6	7	
7	8	9	10	(11)		(10)	(11)	(12)	(13)	(14)	
14	15	16	17	18		17	18	19	20	21	
21	22	23	(24)	(25)		24	25	26	27	28	
28	29	30									
<b>DECEMBER</b>					( ) Winter Vacation 12/19 - 12/30 12 School Days	<b>JUNE</b>					( ) Memorial Day 5/29 22 School Days
			1	2							
5	6	7	8	9		1	2	3	4	5	
12	13	14	15	16		8	9	10	11	12	
(19)	(20)	(21)	(22)	(23)		15	16	17	18	19	
(26)	(27)	(28)	(29)	(30)		22	23	24	25	26	
						(29)	30	31			
<b>JANUARY</b>					( ) New Year's Day Observed 1/2 ( ) M.L. King Day 1/16 @ Workshop Day 19 School Days						#Last Day of School 6/22 16 School Days
(2)	3	4	5	6					1	2	
9	10	11	12	13		5	6	7	8	9	
(16)	17	18	19	20		12	13	14	15	16	
23	24	25	26	27		19	20	21	#22	23	
30	(31)					26	27	28	29	30	
											School closure make-up days (if needed) 6/23 & 6/26 and more if necessary

- In the event of school cancellations during the first semester, the last day of the first semester shall be rescheduled to fall on the 90th school day for secondary students.
- This calendar is based on 180 contracted days (180 school days), 3 additional required days, and 4 workshop days. (Note: Contracts with 10 extended days shall also work June 23 - 29 and August 21 - 25, unless it is mutually agreed to substitute other dates or as stipulated in Article IV, Section 6.C.2.)
- Payment for days over the 180 school days will be as follows:  
 Payment for the August 29 and 30 required days, the August 31 floating day, and the four workshop days will be paid automatically on Exhibit H-1 - 2016-2017 Supplemental TRI Schedule.

p222  
 p222 p222 p222



TH Burr Porter  
8-21

D36/A35. Advisory – Replace Article VII, Section 10 with the following:

**Section 7.10 – High School Advisory Program**

**A. Purpose**

The Kent High School Advisory Program is designed to support student academic achievement, social development, and success beyond high school and to address the components of the High School and Beyond Plan for graduation requirements.

**B. Procedure**

1. In order to develop a meaningful connection to at least one adult, as much as possible, students will be scheduled with the same advisory teacher for the years they are enrolled in high school.
2. Advisory sessions will normally be held once a week for a maximum of 45 minutes. Advisory sessions will not be held in weeks with parent conferences and during the last week of school.
3. High School administration will provide detailed lesson plans for advisory sessions at least two full school days, not including the day of advisory, prior to the advisory session. Advisors are expected to review lesson plans in advance of the advisory period and follow these detailed lesson plans. If no lesson plans are provided in the time frame detailed above, advisory sessions will not be held.
4. Lesson plans will support the following components and elements:
  - a. Academic Achievement
    - i. School Success Skill
    - ii. Academic Review
  - b. Social Development
    - i. Community Building
    - ii. Character Development
  - c. Success Beyond High School
    - i. Culminating Project Monitoring and Support per KSD policy
    - ii. Post High School Planning

5. Advisory teachers must take and submit attendance.

6. Advisory teachers will not assign grades.

**C. Culminating Project**

1. For the Culminating Project required by KSD policy, advisor responsibility will be limited to:

a. Reviewing student work to determine that it meets stated standards

b. Verifying that students have correctly uploaded documents to the required document system.

2. Any other Culminating Project monitoring, communication, or evaluation will remain the responsibility of the administration.

3. Teachers will not be disciplined or negatively evaluated due to student failure to successfully complete advisory requirements, the culminating project, or fulfill graduation requirements.

**D. High School administration will provide the training necessary to ensure that the advisory program is effective. This includes but is not limited to:**

1. Technology used in advisory sessions

2. Specialized curriculum

3. Training for teachers new to each high school building

**E. The District and Association agree to establish a joint committee to research, analyze data, and develop recommendations to the Superintendent regarding the High School Advisory process and the requirement for the high school culminating project/high school and beyond plan, with consideration of impacts on staffing, and state and local requirement. The District and the Association will each appoint up to six (6) members to represent their interests. The committee shall include members from each comprehensive high school and one from an academy. One District member and one Association member will serve as co-chairs of the committee. The joint committee will begin meeting no later than October 1, 2016, and will meet regularly thereafter. The joint committee's recommendations will be submitted to the Superintendent on or before December 1, 2016.**

TA Burr Porter  
8-11-16

Chadwick

A37. CTE – Add a new Section 7.12 to read as follows (from previous MOU):

## **Section 7.12 Career and Technical Education**

### **A. Curriculum Development and OSPI Reapproval Process.**

Teachers in a subject area being reviewed and/or developed will continue to receive additional hours during the year in which the teachers' subject area is being developed or reviewed. Subject area curriculum development occurs in a designated three (3) year rotation.

### **B. Extra-Curricular Student Leadership Activities**

Teachers must request authorization of additional hours by submitting a written plan for extra-curricular student leadership activities to the CTE director before any extra hours will be approved. Activities associated with state-approved student leadership organizations will be given the highest priority for approval. Hours will vary depending on the activities proposed. A decision to deny additional hours proposed to support an extra-curricular student leadership program for CTE students will be grievable under Article IX of the KEA collective bargaining agreement.

### **C. Subject Area-Specific Allowable Extra Hours (Per Section)**

CTE compensation for hours worked outside the teacher contract day for additional activities/extra duties related to a specific assignment will be pro-rated based on the number of sections that a teacher is assigned on a full-year basis. If a teacher's qualifying assignment is for less than a full year, the maximum allowable hours will be prorated accordingly (example: one (1) section taught for one (1) semester only would be allowed only one-half of the maximum allowable hours). The amount of maximum allowable hours per section is based on a 1.0 FTE teacher being assigned five (5) sections for a full school year. Such hours will be documented on an Extra-Pay Timesheet, with supporting documentation attached and submitted to the CTE director for review before payment.

<u>School Year Assignment</u>	<u>Maximum Allowable Hours for Additional Activities/Extra Duties Related to Assignment per Section for a Full School Year</u>			
	<u>Shopping (food supplies)</u>	<u>Extended Learning (agriculture)</u>	<u>Sewing Machine Maintenance</u>	<u>Shop Maintenance</u>
<b><u>High School:</u></b>				
<u>Family &amp; Consumer Science</u>	4 (Cooking*)		6 (Sewing)	
<u>Culinary Arts</u>	4			
<u>Auto Technology/Automotive</u>				3
<u>Engineering (Shop-based)</u>				3
<u>Wood Technology</u>				3

<u>Industrial Technology</u>				<u>3</u>
<u>Manufacturing Technology</u>				<u>3</u>
<u>Material Science/CAD</u>				<u>3</u>
<u>Horticulture</u>		<u>8</u>		
<b>Middle School:</b>				
<u>Family &amp; Consumer Science</u>	<u>4</u>		<u>2</u>	
<u>Industrial Technology</u>				<u>3</u>

\*Includes "Food and Fitness" and "Life On Your Own" classes.

TA Buzz Porter  
8-21

Chadler

A38. High Capable – Add a new Section to Article VII as follows:

**Section 7.13 – Accelerated Cluster Enrichment (ACE)**

- A. An ACE classroom will contain district identified Highly Capable student(s). Elementary grade levels in each elementary building will have an ACE classroom if there are students in the school that are identified as Highly Capable students.
- B. All elementary employees, in every grade level, will be given the opportunity for training to teach an ACE classroom with the expectation that their school and/or grade level may offer an ACE program. Once the training and resources are dispensed, the employee will be considered trained and able to teach a cluster grouping assignment.
- C. Monthly training meetings will be held. Dates for these monthly training meetings will be decided by October 1 each year by the District. All trainings and meetings for ACE classroom assignments will be considered additional work and will be compensated at per diem rate. ACE teachers are expected to implement and use the resources provided at trainings. Training meetings will be optional.

TH Burr Port

C. R. Miller

Tentative Agreement  
May 24, 2016

D39. Clean-up – Amend the title of Article VIII, Section 1 as follows:

CLASSROOM TEACHER EVALUATION AND  
IMPLEMENTATION OF THE CEL 5D+ EVALUATION RUBRIC

TA Burn Podr  
8-18-16

A94. TPEP introduction – amend Article VIII, Section 1.A as follows:

Chadler

**A. Introduction**

~~The evaluation procedures set forth herein shall be to improve the educational program by strengthening the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity. Within the selected instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.~~

~~The parties agree that the following evaluation system will be implemented in a manner consistent with good faith and mutual respect.~~

~~Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the teacher.~~

This evaluation procedure recognizes that teaching and leading is work done by teachers and administrators working together through reciprocal accountability. It recognizes that quality teaching is a highly complex and sophisticated endeavor critically important to improving student learning and growth. Professional learning is a key component of an effective evaluation system. It further recognizes that an evaluation system should reflect and address professional growth throughout an educator's career.

This procedure is designed to recognize strengths, identify areas needing improvement, and provide support for professional growth. All ratings must be based on a preponderance of evidence collected throughout the evaluation period. (A "preponderance of evidence" is a requirement that more than 50% of the evidence points to something.)

This evaluation procedure will encourage respect between the evaluator and the teacher by recognizing the importance of objective standards and minimizing subjectivity. Each teacher's practices, skills and knowledge will be evaluated based on the adopted CEL 5D+ rubric. The parties agree that the following evaluation procedure will be implemented with integrity and in a manner consistent with good faith and mutual respect.

TA Bruce Parker  
8-11-16



A95/D38. TPEP implementation – *Enter into a Memorandum of Understanding that reads as follows:*

**A. Purpose**

The District and Association shall form a joint TPEP implementation committee to make recommendations for refinements, if any, to the classroom teacher evaluation model.

**B. Membership**

The committee shall have five (5) members appointed by KEA and five (5) members appointed by the District. Ad hoc members will have no voting rights on the committee. Committee members will be selected and names shared no later than October 15.

**C. Meetings**

The committee shall meet during the regular work day and KEA members on the committee shall be released for such work at the District's expense. The committee will begin no later than November 1 and meet monthly unless determined otherwise by the committee.

**D. Procedures**

The committee will be jointly chaired by a KEA and KSD member and the agendas and dates for the meetings will be created jointly by the co-chairs. The committee will determine its own decision-making model.

**E. Recommendations**

The committee shall make recommendations to the KEA and District bargaining teams no later than April 1, 2017, and each April thereafter, regarding changes to current contract language in Article VIII, Section 1. Any reopeners or changes to contract language must be mutually-agreed.



TA Burn Porter  
8-11-16

C. Padilla

A96/D40. TPEP applicability/clean-up – Amend Article VIII, Section 1.B as follows:

## **B. Applicability & transition plan**

1. This evaluation system only applies to classroom teachers, specifically those staff with an assigned group of students who provide academically focused instruction and grades for students (see Section C, Definitions). The term “classroom teacher” includes general education, special education, academic intervention specialists, and ELL employees teachers. ~~It~~ The term “classroom teacher” does not include Educational Staff Associates (ESA), Nurses, Counselors, Media Specialists/Librarians, TOSAs, Instructional Coaches, Mentors, E-learning instructors, Curriculum Specialists, Enhanced Intervention Specialists (EIS), ISS teachers, Behavior Specialists, Social Workers, and other employees who do not work with regularly recurring and specifically defined groups of students. Those Employees who do not meet this the definition of “classroom teacher” will remain under the current evaluation system be evaluated on the CAM, if applicable, or the original state evaluation model, as defined in Article VIII, Section 2 of this agreement.

~~All applicable staff will be evaluated under the new evaluation system either through the comprehensive evaluation process or the focused evaluation process beginning in 2013-2014, with full implementation by 2015-16. For the 2013-2014 phase in the following staff will be evaluated using the comprehensive process:~~

- ~~All provisional teachers as defined by the state;~~
- ~~All current teachers who were on plans of improvement or probation during the previous school year;~~
- ~~Instructional teachers new to the Kent School District;~~
- ~~Other teacher as defined in the Implementation Plan (Exhibit K-1, in the Appendix).~~

~~ESAs, Nurses, Counselors, Media Specialists/Librarians, TOSAs, Instructional Coaches, Mentors, E-Learning Instructors, Curriculum Specialists, and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students will be evaluated using the current Professional Growth & Assessment Protocols outlined in Article VIII, Section 2 of the agreement.~~

- ~~1. 2. When an employee has multiple job descriptions, the employee will be included in this evaluation model if at least .2 FTE of the employee’s job qualifies as a classroom teacher as defined in Section C Definitions the evaluation model will be mutually agreed upon between the evaluator and employee. If an agreement cannot be made, the employee will be evaluated in the area with the highest FTE. If FTEs are equal, then the decision will be based on which job description has direct contact with students, or has the most direct impact on students (e.g. .3 librarian, .2 tech, .3 intervention specialist, .2 coach. If a mutual agreement cannot be made, this person would be evaluated as an intervention specialist because this is directly working with students).~~
3. Teachers on Comprehensive Model – All classroom teachers shall receive a comprehensive summative evaluation at least once every four years, per state law.

Classroom teachers on a plan of improvement, probation, or provisional status will be placed on a comprehensive evaluation. Any classroom teacher who received a summative evaluation performance rating of level 1 (unsatisfactory) or level 2 (basic) in the previous school year must also receive a comprehensive summative evaluation.

- 4. Teachers on Focused Model** – In the years when a comprehensive summative evaluation is not required, classroom teachers will complete a focused evaluation.
- 5.** A continuing classroom teacher who is either voluntarily or involuntarily assigned to a teaching position with a substantive change in subject or grade level will not be moved to a comprehensive evaluation but, will remain on either the comprehensive/ or focused evaluation based on the teacher's current placement in the four-year evaluation cycle, as implemented, and will be provided with the same assistance and support provisions granted in Section 10- J Support for Basic and Unsatisfactory, paragraph B. This teacher must also receive his/her first formal observation before November 15; if this observation results in specific performance concerns, the teacher will be granted the provisions listed in Section 10- Support for Basic and Unsatisfactory, paragraph C.
- 6.** If a teacher departs in the middle of the school year and the departure is planned, the evaluator and teacher should come to mutual agreement about a timeline for completing observations and a summative conference. If not all elements of the framework have adequate evidence to be scored, the reason for any omission must be noted on the summative form. If the departure is unplanned and it is not possible to complete an evaluation, the principal will document that it was not possible to complete the evaluation.
- 7.** If a teacher is hired in the second semester by the District after observation timelines have passed, principals will ensure new hires receive training and informally observe the teacher at least once. The principal will document that it was not possible to complete the evaluation.
- 8.** The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from Focused to a Comprehensive Evaluation must occur within the first thirty (30) school days, unless another date is identified in state law.
- 9. Temporary Transition Provision for 2016-17 Only** – Should a selection be needed to determine who will be on comprehensive, teachers needed to reach the required percentage will be selected by lottery within each school. The lottery will be conducted either during the last 30 days of the prior school year or within the first five (5) days of the current school year. Such lottery will be conducted in the presence of the KEA building representative or other representative designated by KEA. Such lottery will not be used to change the cycle of an employee already in the 4-year Comprehensive/Focused cycle.

TA Buzz Porter

CP Adell

Tentative Agreement  
June 10, 2016

A97. TPEP definitions – tentative agreement to amend Article VII, Section 1.C as follows:

VII BP

**C. Definitions**

1. **Artifacts** shall mean any products generated, developed, or used by a classroom teacher during the course of instruction. Artifacts should arise naturally from classroom instruction or practices and should not be created specifically for the evaluation system or at the direction of the evaluator. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
2. **Criteria** shall mean one of the eight (8) state defined categories to be scored.
3. **Component** shall mean the sub-section of each criterion.
4. **Classroom** teacher shall mean a certificated employee who provides academically focused instruction to students. All classroom teachers shall be evaluated annually using either a Comprehensive or Focused evaluation process.
5. **Educational Staff Associates (ESAs)** shall mean OTs, PTs, SLPs, Psychologists, Social Workers, Nurses, and Counselors.
6. **Evaluation** shall mean the ongoing process of identifying, gathering, and using information to improve professional performance and assess total job effectiveness.
7. **Evaluator** shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. All evaluators shall demonstrate competence in observing teachers with inter-rater agreement. The evaluator shall assist the teacher by providing support and resources.
8. **Evidence** shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. It should be gathered from the normal course of the essential functions of the job and evaluation criteria. Evidence collection is not intended to be a professional portfolio but rather is a sampling of observed practices and/or data to inform the decision about level of performance. Input from students, parents, or anonymous sources may not be used as evidence. No use of hearsay shall be injected into the documentation pertaining to evaluation. The evaluator shall not solicit or use student, parent, employee and/or community member input for evaluative purposes.
9. **Observe or Observation** means the gathering of evidence made through classroom or worksite visits for the purpose of examining evidence over time against the instructional rubrics pursuant to this section.

plap2

**Tentative Agreement**  
**June 10, 2016**

**10. Provisional** teacher means a teacher in their first three years of teaching in Washington State or a teacher with at least three years of experience in Washington State who is in their first year of teaching in the Kent School District.

**11. Student Growth Data** shall mean the change in student growth between two points in time within the current school year. Assessments used to demonstrate growth must predominately originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

~~**Teacher Leader:** Teachers selected to complete the same training as principals/evaluators. Teacher Leaders will provide support to other employees in the evaluation process during professional development time and professional collaboration time.~~

**12. Not Satisfactory** shall mean:

- **a. Level 1: Unsatisfactory** – Receiving a summative score of “1” is not considered satisfactory performance for any teacher.
- **b. Level 2: Basic** – If the classroom teacher is on a continuing contract with more than five (5) years of teaching experience and if a summative score of “2” has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.

DA Burr Porter

CPA

Tentative Agreement  
June 23, 2016

A98. TPEP framework – *Tentative agreement to amend Article VIII, Section 1.D as follows:*

**D. Instructional Framework**

1. The parties have agreed to adopt the evidence-based instructional framework developed by University of Washington Center for Educational Leadership (CEL 5D) and approved by OSPI. The instructional framework is included in the Appendix 1 (CEL 5D Instructional Framework) Exhibit K-5 Teacher Progress Report and Appendix 2 Exhibit K-7 Summative Observation Scores (CEL 5D) Employee Evaluation Rubric 2.0 by Washington State Criteria.
2. Nothing in the instructional framework will be binding on either party if it is contrary to the terms and conditions described in this agreement.

TA Burr Porter

CR Miller

Tentative Agreement  
June 10, 2016

A99. TPEP criteria – *tentative agreement to amend Article VIII, Section 1.E.1-4 as follows:*

**E. State Criteria and Scoring**

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

**2. Criterion Performance Scoring**

See Exhibit K-5 and K-7 documents in the Appendix for Comprehensive/Focused for component to criterion scoring.

**3. Summative Performance Rating for Comprehensive Evaluation**

A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

1 = 8-14	Unsatisfactory
2 = 15-21	Basic
3 = 22-28	Proficient
4 = 29-32	Distinguished

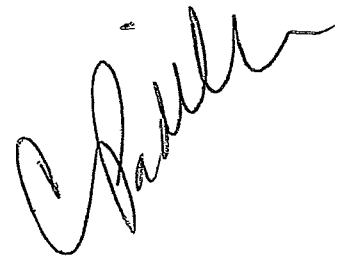
**4. Summative Performance Rating for Focused Evaluation**

A classroom teacher shall receive a summative performance rating for one (1) of the eight (8) State evaluation criteria. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in either criterion 3 or 6. The overall summative score is determined by the final component to criteria score on the criteria selected.

1 = Unsatisfactory
2 = Basic
3 = Proficient
4 = Distinguished

TA Buzz Prodr  
8-18-16

A100. Student growth – amend Article VIII, Section 1.E.5 as follows:



### 5. Student Growth Criterion Score

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

- a. 5-12—Low
- b. 13-17—Average
- c. 18-20—High

- a. To determine the final student growth rating in Criteria 3.2 and 6.2, the evaluator will use the following matrices based on the number of students in the data set.

Data sets with ten or more students (>10) will use the following criteria:

<u>Distinguished:</u>	<u>80-100%</u>
<u>Proficient:</u>	<u>51-79%</u>
<u>Basic:</u>	<u>25-50%</u>
<u>Unsatisfactory:</u>	<u>0-24%</u>

Data sets with nine or fewer students (n<9) will use the following criteria:

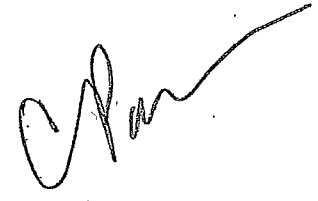
<u>Distinguished:</u>	<u>67-100%</u>
<u>Proficient:</u>	<u>50-66%</u>
<u>Basic:</u>	<u>25-49%</u>
<u>Unsatisfactory:</u>	<u>0-24%</u>

- a. b. Student growth data must be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. It will include teacher-initiated formal and informal assessments of student progress and will be part of the normal classroom instruction. Student data that is not designed to show growth between two points in time in the current school year shall not be used to calculate a teacher's student growth criterion score. The measures selected to determine student growth will be mutually agreed upon by the teacher and the evaluator during the Pre-Cycle of Inquiry conference. When there are extenuating circumstances out of the teacher's control, student scores that may negatively impact a teacher's overall student growth score will be dropped from the student growth data upon mutual agreement between the teacher and evaluator.

- b. c. If a teacher receives a Distinguished (4) summative score and a Low student growth score, he/she will automatically be moved to the Proficient (3) level for the final summative score.
- e. d. If a teacher receives an Unsatisfactory (1) on any of the five (5) student growth components, a Low overall student growth score must be given. This will trigger the Student Growth Inquiry Plan. At the beginning of the following school year, the teacher and evaluator will mutually agree to engage in at least one of the following:
- i. Examine student growth data in conjunction with other evidence including observation, artifacts, and other student and teacher information based on appropriate classroom, school district, and state-based tools and practices;
  - ii. Examine extenuating circumstances which may include: student growth goal setting process/and expectations, student attendance, curriculum/assessment alignment, and class size or caseload
  - iii. Schedule monthly conference focused on improving student growth to discuss/revise student growth goals, progress toward meeting student growth goals, and best practices.
  - iv. Create and implement a professional development plan to address areas of student growth.



7/14 1/22-1/22/22  
8-21



A101/D41-45. TPEP general procedures – amend Article VIII, Section 1.F as follows:

## F. Procedural components of evaluation

### 1. Notification

The teacher will be notified by September 25<sup>th</sup> in the 2013-14 school year and by the second Friday after Labor Day in subsequent years whether the teacher will be evaluated using the comprehensive or focused evaluation process and who will be assigned as the evaluator. The District will assign itinerant teachers a "home" work site or one where the majority of the teacher's time is spent as a classroom teacher as defined in this Section. Itinerant teachers are those who are assigned to work at multiple worksites. Each teacher shall be given a copy of the evaluation criteria, procedures, and any relevant forms or screenshots appropriate to the employee's position and track in the evaluation cycle. See Exhibit K-1a (Comprehensive) and Exhibit K-1b (Focused).

### 2. Pre-observation Conference Observations

Prior to the Pre-Observation Conference, the teacher will be given access to the Pre-Observation Conference Template (Exhibit K-2). No teacher will be required to complete the form prior to the conference. This conference must occur prior to November 14<sup>th</sup> for teachers who are on the comprehensive observation protocol. Each teacher will be observed at least 2 times for a total of at least 60 minutes each school year. These observations will be scheduled in advance and mutually agreed upon by the teacher and evaluator. Additional unscheduled observations may occur. Any third year provisional teacher (P-1) will be observed at least 3 times for a total of at least 90 minutes.

### 3. Student Growth Goal Setting

- a. The teacher will select one student growth goals in collaboration with the evaluator for Components SG-3.1, SG-6.1 and SG-8.1. These goals for SG-6.1 and SG-8.1 may be interrelated. This These will be completed provided to the evaluator by November 30<sup>th</sup> 15 and the evaluator will provide feedback on the rating of the goals under the appropriate rubric during the student growth goal setting conference. (See Washington State Criteria 3, 6, and 8 Growth rubrics and documentation on Exhibits K-6a, b and/or c.) A teacher on a focused evaluation will only select one student growth goal (see Section I below).
- b. Student data that measures growth between two points in time within the current school year shall be used to calculate a teacher's student growth score.
- c. The District will provide time and support in Professional Learning Communities for all classroom teachers on a focused or comprehensive evaluation to engage in activities that support the work of a "Cycle of Inquiry"

that may be used to satisfy the student growth requirements, defined in Criteria 3, 6, or 8. Such time will be scheduled during the contracted work day. See ~~Exhibit K-6~~.

4. The District will provide time and support for all classroom teachers to engage in activities that support and satisfy the collaborative practice of Criterion 8, including the formation of job-alike team and department meetings. Such time will be scheduled during the contracted work day and will be equitable to all classroom teachers.

#### 4.5. Evidence and Artifacts

- a. Both the teacher and the evaluator may collect and share artifacts and evidence necessary to complete the evaluation.
- b. The teacher may provide additional evidence and artifacts to aid in the assessment of the employee's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom.
- c. This collection of evidence will be accomplished openly and whenever possible, jointly assessed against the CEL 5D+ rubric.
- d. Teachers may bring evidence and artifacts to their post-observation conference. Teachers may submit evidence/artifacts up to five (5) working days after each of the post-observation conferences any time prior to the final summative evaluation meeting, but no later than May 1
- e. All evidence, measures, artifacts and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.

#### 5.6. Unscheduled Observations

- a. An unscheduled observation is an observation that is not required to be pre-scheduled, but must be a minimum of 15 minutes in length if used for evaluative purposes.
- b. Observations do not have to be in the classroom. Department or collegial meetings may be used for unscheduled observations.
- c. Unscheduled observations must be documented in writing. Documentation will consist of a script with CEL 5D+ coding (Exhibit K-3) using the District Designated Electronic/Digital Evaluation Platform (DDEDEP). A copy of the documented observation will be provided to the teacher. A teacher will receive feedback (scripting and coding) via the DDEDEP within five (5) school days of

the observation. Following an unscheduled observation, a teacher may request a post-observation conference will be held at the request of the teacher or evaluator.

#### **6. ~~Walkthrough Observations~~**

~~Walkthrough observations cannot be used for evaluative purposes by either the teacher or principal/assistant principal. Teachers will receive a copy of the walkthrough if conducted by the principal/assistant principal.~~

#### **7. Second Year Provisional Teacher**

- a. A second year Provisional teacher who receives a summative rating of Proficient (3) may be granted continuing contract status for the subsequent school year per RCW 28A.405.220(1)(c). The provisional teacher may request in writing to the evaluator that he or she be moved to continuing contract status following the final evaluation conference meeting with the evaluator. If the evaluator concurs, he or she will notify Human Resources that the teacher is recommended for continuing contract status. Following approval by the Superintendent, the provisional employee will be granted continuing contract status.
- b. A second year provisional teacher who receives a summative rating of Distinguished (4) shall be granted continuing contract status for the subsequent school year.

#### **8.8. Record-Keeping**

The District Human Resources shall keep only hard copies of the final summative evaluation coversheet (Exhibit K-1a or K-1b), the summative evaluation scores (Exhibit K-7) and the teacher's rebuttal, if one is attached, in the personnel file. Teacher comments/Other documentation will be kept in the evaluator's working file or shall be returned to the teacher or destroyed on a three-year cycle.

#### **9. Electronic Monitoring**

All observations shall be conducted openly. Audio or video devices shall not be used to record any class or collaborative meeting for the purpose of evaluation.

#### **10. District Designated Electronic/Digital Evaluation Platform (DDEDEP)**

Access to and training on the DDEDEP shall be provided to all classroom teachers. Teachers may upload supplemental evidence and artifacts into the system but are not required to do so.

JA Breen Pres

CP Miller

Tentative Agreement  
June 23, 2016

A102/D46. TPEP Professional Development – *Tentative agreement to amend Article VIII, Section 1.G as follows:*

### G. Professional Development

Prior to being evaluated under this article, the District shall provide professional development relevant to the framework and evaluation process. Each teacher shall receive adequate professional development to develop understanding of the framework and the evaluation process. Such professional development shall be provided as follows:

- ~~1. All teachers will be provided a minimum of a one day introduction to the CEL 5D Instructional Framework.~~
- ~~2. Employee Leaders shall complete the same training as Principal/Evaluators.~~
3. 1. All teachers new to the Comprehensive Evaluation CEL 5D+ evaluation framework shall be provided at least fifteen (15) hours of professional development, including district and building level support for professional learning, designed to introduce the evaluation rubrics and the process. The District will provide time and support in Professional Learning Communities for all employees on a comprehensive evaluation to engage in activities that support the work of a "Cycle of Inquiry". See Exhibit K-6. Cycle of Inquiry Action Plan.
- ~~4. All teachers new to the Focused Evaluation will have at least seven and one half (7.5) hours of professional development, including district and building level support for professional learning, in the evaluation process and the Cycle of Inquiry. The District will provide time and guidance in Professional Learning Communities for all teachers on a focused evaluation to engage in activities that support the work of a "Cycle of Inquiry".~~
5. 2. Professional Development that occurs outside of the scheduled workday shall be paid at the individual teacher's per diem.
3. No teacher shall be evaluated by a principal/administrator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. ~~During the 2013-2014 school year, the district will provide the Association with written confirmation of the inter-rater agreement training of each evaluator. Such documentation will be provided to the Association by October 31 of each year. In~~ subsequent years, The District will provide the Association with written confirmation of the demonstrated competence and inter-rater agreement of each evaluator. Such documentation will be provided to the Association by October 1 of each year.

18<sup>th</sup> VII

A103/D47-48. TPEP comprehensive evaluation – amend Article IV, Section 1.H as follows:

## H. Comprehensive evaluation

The Comprehensive Evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated on the eight state criteria. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every four years.

### 1. Pre-Observation Conference

The A pre-observation conference shall be held prior to each the first formal scheduled observation for non-provisional teachers and prior to each scheduled observation for provisional teachers. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the teacher's goals, ~~establish a date and time for the formal observation, and to discuss such matters as the professional activities practices to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.~~ The pre-conference form (Exhibit K-2) will be used to guide the conversation, but the form shall not be required to be completed. The first pre-observation conference for the first observation will be held by November 14. For subsequent scheduled observations for non-provisional teachers, pre-observation conferences shall be held at the request of the teacher or evaluator.

### 2. Scheduled Observations

- a. The first of at least two (2) scheduled observations for each teacher shall be conducted by November 15. The A second scheduled observation will occur prior to the end of the first semester February 15. The evaluator and teacher will mutually agree on the date the observation is to occur. The teacher may request additional observations.
- b. ~~The total annual observation time cannot be less than sixty (60) minutes. Teachers in their first and second year of provisional status (P-3 and P-2) and continuing teachers will be observed at least two times for at least sixty (60) minutes total.~~ A teacher in the third year of provisional status (P-1) as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties ~~and the total observation time for the school year shall not be less than for at least ninety minutes total.~~ Any scheduled observation shall not be less than 20 minutes in length and will occur no later more than five (5) school days after the pre-observation conference.
- c. The evaluator will document all formal scheduled and unscheduled observations using the negotiated form and provide copies of the script with CEL 5D+ coding (Exhibit K-3) to the teacher within five (5) school days.

- d. Additional scheduled or unscheduled observations must occur prior to April 1 20.

### 3. Post-Observation Conference

- a. The post-observation conference between the evaluator and teacher will be confidential and will be held no later than five (5) school days after the ~~formal~~ scheduled observation.
- b. The purpose of the post-observation conference is to review the teacher's and evaluator's evidence related to the scoring criteria (Exhibit K-7) during the observation, and to discuss the teacher's performance.
- c. The results of the observation will be documented on the script with CEL 5D+ coding (Exhibit K-3), and the teacher will be provided with a copy within five (5) school days.
- d. If there are areas of concern, the evaluator will identify specific concerns for the applicable criteria in writing and provide possible solutions to remedy the concern (Exhibit K-4).
- e. ~~After the second post-observation conference and by~~ No later than February 15<sup>th</sup>, teachers will be given a progress report (Exhibit K-5) indicating their current level of performance against the CEL 5D+ evaluation rubric and the state eight (8) criteria. If the teacher believes that procedures outlined in this section were not followed, and/or the indicators were not objectively scored, they will be granted the following additional opportunities:
  - i. An additional ~~formal~~ scheduled observation conducted by a mutually agreed upon evaluator.
  - ii. A mutually agreed upon evaluator, preferably from within the Kent School District, will review the evidence/artifacts gathered during the school year.

### 4. Final Summative Evaluation Score and Conference

- a. No later than May 15 the evaluator and teacher will meet to discuss the teacher's final summative score. The final summative score, including the student growth score, will be determined by an analysis of evidence/artifacts collected by the evaluator and the teacher. The teacher has the right to provide additional evidence if needed for each criterion ~~to be scored by April 6 any time prior to the final evaluation conference but no later than May 1 (see Section 1.F.3.d above).~~

#### b. Component to Criterion Scoring

The rating rubric for each criterion on the final Comprehensive Evaluation report will be Unsatisfactory (1), Basic (2), Proficient (3), Distinguished (4). A final summative rating shall be given by the evaluator, based on totaling the eight (8) criterion level scores as follows:

Unsatisfactory	Basic	Proficient	Distinguished
8-14	15-21	22-28	29-32

- c. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
- d. If the evaluator assigns the teacher a final summative score below Proficient, the evaluator must provide multiple pieces of evidence for each criterion scored Basic or Unsatisfactory.
- e. The teacher will sign two (2) copies of the Final Summative Evaluation Report (see Exhibit K-1a, Summative Comprehensive Evaluation) and will sign the observation and evaluation forms to indicate receipt. The teacher's signature does not necessarily imply that the teacher agrees with the contents of the evaluation/observation report.
- f. The teacher may attach additional comments or a rebuttal to observation and Final Summative Evaluation reports.

A104/D49-50. TPEP Focused procedures – *amend Article VIII, Section 1.1 as follows:*

**I. Focused Evaluation**

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

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

~~The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must occur within the first (thirty) 30 school days.~~

2. Pursuant to WAC 392-191A-110, ~~if the evaluation of the certificated classroom teacher includes an assessment of a criterion that requires observation, the following shall apply: If the criterion selected for a focused evaluation has been determined to be Criterion 8, a classroom-based observation will not be required.~~ as appropriate to the criteria selected, the evaluation of the classroom teacher may include observation of duties that occur outside the classroom setting. If the criterion selected for a focused evaluation has been determined to be Criterion 8, a classroom based observation will not be required.
3. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

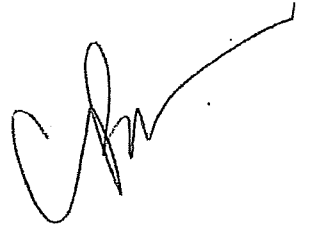
**Focused Evaluation Procedure:**

4. Pursuant to WAC 392-191A-120, the conduct of the focused evaluation of classroom teachers must include the following:
  1. a. One of the eight (8) criteria for certificated classroom teachers must be assessed in every year that a comprehensive evaluation is not required. Prior to September 30, one criterion will be selected by the teachers in collaboration with the evaluator in which to focus goals setting, and may be selected from a previous comprehensive summative evaluation.
  2. b. The evaluation must include an assessment of the criterion using the instructional framework rubrics and the state approved student growth rubrics. More than one measure of student growth data will be used in scoring the student growth rubrics. The measures selected to be used for student growth will determined in collaboration with the teacher and the evaluator.



3. ~~c.~~ The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 is selected, teachers will use the embedded student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, teachers will choose criterion 3 or 6 to demonstrate student growth.
- a. ~~The teacher will be given an overall student growth impact score of low, average, or high based on the performance score received in the student growth rubrics of the selected criteria.~~
- b. ~~The District will provide time and support in Professional Learning Communities for all teachers on a focused or comprehensive evaluation to engage in activities that support the work of a "Cycle of Inquiry" that may be used to satisfy the student growth requirement defined in State Criteria for the focused evaluations.~~
- c. ~~Outcomes of the student growth rating analysis will follow the language stated in Section 8: Comprehensive Summative Evaluation Process and Appendix 8: Student Growth Rubric.~~
5. A focused evaluation shall include at least two observations for total observation time of not less than sixty (60) minutes. These observations shall follow the same pre-observation and post-observation process as the comprehensive evaluation. The first scheduled observation for a Focused evaluation must be completed by February 15 and the second scheduled observations for a Focused evaluation must be completed by April 20.
4. ~~6.~~ A summative score is determined through the scoring of the instructional (if applicable) and student growth rubrics for the criterion selected. See Exhibit K-7 and K-1b.) using the most recent comprehensive summative evaluation score. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

PA Ben Porter  
§ 22



A105/D52. TPEP Support – Amend Article VIII, Section 1.J as follows:

**J. Support for Continuing Teachers on Comprehensive**

1. The Association will be notified by the principal when any teacher with more than five (5) years of experience is judged trending basic or unsatisfactory, within ten (10) school days of the end of the first semester.
2. When a continuing teacher is judged trending basic or unsatisfactory in a dimension or the Eight (8) State Criteria, additional support may be provided at the employee or administrator's request. Examples may include but is not limited to:
  - a. Release time
  - b. Additional planning time
  - c. Accessing an instructional coach
  - d. Sub-release time to observe a colleagues' instruction
  - e. Other supports as mutually agreed upon by the teacher and the evaluator.

For purposes of professional growth and coaching, audio and/or video recording may occur upon request by the teacher; it is understood that such recording will not be used as part of the evaluation process.

TA Brian P. [Signature]

[Signature]

Tentative Agreement  
June 10, 2016

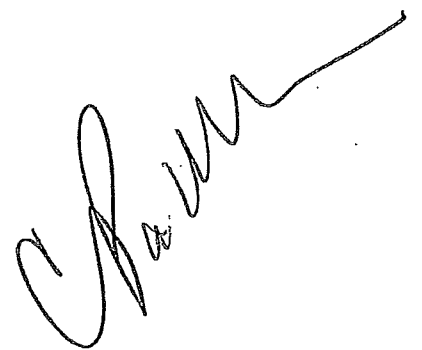
A106. TPEP Plan of Improvement – *Amend Article VIII, Section 1.K as follows:*

**K. Plan of Improvement**

When a continuing contract teacher with more than five (5) years of experience receives a summative evaluation score of basic or unsatisfactory, the teacher must be formally observed before October 15 the following year. If the 1<sup>st</sup> ~~Formal~~ first scheduled observation in that following year results in ongoing and specific performance concerns, a Plan of Improvement will be implemented and will include specific achievable goals that are measurable and time bound. Said plan will be developed by the evaluator and then reviewed and adjusted in conjunction with the teacher and the Association.

TA Burr Pdr  
8-18-16

Tentative Agreement  
~~KEA Counterproposal~~  
8/18/16



## ARTICLE IX - GRIEVANCE

### **Section 1: DEFINITIONS AND GENERAL CONDITIONS**

#### **A. Definitions**

- Grievance: A grievance is a claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any District policy, approved rule, regulation or procedure consistent with Board policies.
- Grievant: Grievant means the Association or an employee having a grievance.

#### **B. General Conditions**

- Time Limits: The adjustment of grievances shall be accomplished as rapidly as possible. To that end, the number of days within which each step is described to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. For the purposes of this Article, "days" will be defined as student contact days when all schools are in session during the regular school year. The time limits provided in the Article shall be strictly observed unless extended by written agreement of the parties. Failure of the Association to proceed with its grievance within the times provided shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action within the times provided shall entitle the Association to proceed to the next step of the grievance procedure.
- Representation: A grievant may be represented by a representative of the Association or a grievant may present his/her grievance to the employer and have such grievance adjusted without the intervention of the Association as long as the Association has been given an opportunity to be present at that adjustment and to make its views known, and as long as the adjustment is not inconsistent with the terms of this Agreement.
- Confidentiality: All matters pertaining to specific grievances shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any participant in the grievance-adjusting process or by any employee of the District, and shall be filed separately from the employee's personnel file.

- Additional Participants: Both parties in the grievance-adjusting procedure may call in other persons who could make a pertinent contribution to the acceptable adjustment of a grievance.
- Freedom From Reprisal: Participants involved in grievance adjustment proceedings, whether as a grievant, a witness, an Association representative, or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal on account of their reasonable participation in the grievance-adjusting process.
- Assistance in Investigation: During the course of any investigation by the Association, the District shall cooperate with the Association and furnish to it relevant and necessary information for the processing of the grievance. Information requested by the grievant and or Association shall be provided a minimum of 3 days advance of the grievance hearing. If a public records request can't be accomplished within the current grievance timeline, the grievance timeline will be extended.
- Hearings: All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses. Such hearings shall be conducted during non-school hours, unless there is mutual agreement for other arrangements. In the event a hearing is scheduled during school hours, the District shall provide release time for the grievant (s) and any witnesses. The District and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting. The parties will use good faith efforts to meet all scheduling deadlines in the grievance procedures.
- Exception: If the grievance arises from an action of authority higher than the immediate supervisor, the grievant may present such grievance at Step 2 of this procedure.
- Arbitrability: A grievance based on any District policy, approved rule, regulation or procedure consistent with Board policy and not a provision of this Agreement shall be final with the decision of the superintendent or his/her designee and shall not be submitted to Step 3.
- Continuity of Grievance: Notwithstanding the expiration of this Agreement, any claim or grievance arising prior to the expiration date of this Agreement may be processed through the grievance procedure until resolution.
- Probation/Nonrenewal: No grievance proceeding shall limit the authority of the District to proceed with probationary and/or nonrenewal action pursuant to the procedures established by state law.

The Grievant or Association may waive its right to a hearing and request a written response from the supervisor or Superintendent or his or her designee, to be issued within the timelines described in Article IX, Section 2, Procedures.

## **Section 2: PROCEDURES**

KEA and the District value problem-solving at the lowest possible level. In the event that an employee believes there is a basis for a grievance, the employee may first discuss the alleged grievance with his/her building principal or other appropriate supervisor, either personally or accompanied by his/her Association representative. If the grievance is not thus resolved, formal grievance procedures may be instituted. However, the exhaustion of the informal procedure is not a condition precedent in involving the formal grievance procedure. Should the grievance not be sufficiently resolved at the informal level, the following steps will be used as a formal grievance process.

- Step 1.

The grievant may invoke the formal grievance procedure on the form set forth in Exhibit C-D which will be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal or appropriate supervisor. If the grievance involves more than one (1) school building, it may be filed with the superintendent or a representative designated by the superintendent. A grievance must be filed within forty-five (45) days of the occurrence of which the grievant complains or within forty-five (45) days of the time when the grievant, with reasonable diligence, should have known of the occurrence of which he/she complains, whichever is later. Within seven (7) days of the receipt of the written grievance, the principal or appropriate supervisor shall meet with the grievant in an effort to resolve the grievance. The principal or appropriate supervisor shall indicate his/her decision regarding the grievance within seven (7) days of such meeting, and shall furnish a copy to the grievant, and, upon request, to the Association. ~~X~~

- Step 2.

If the grievance is not resolved within seven (7) days of such meeting, the grievance may be transmitted to the superintendent. The transmittal to the superintendent shall be made within fourteen (14) days of such meeting (Step 1). Within seven (7) days of the receipt of the written grievance, the superintendent or his/her designee shall meet with the grievant and shall indicate his/her decision within seven (7) days of such meeting, and shall furnish a copy to the grievant and to the Association. ~~X~~

- Step 3.

If the grievance is not resolved with the decision by the superintendent, or his/her designee, or if no decision has been made within the period provided in Step 2, the grievant may, within fourteen (14) days of meeting with the superintendent or his/her

designee, request in writing that the Association submit his/her grievance to grievance mediation (D), or final and binding arbitration (E). The Association may exercise its right to grievance mediation or arbitration by giving the superintendent written notice of its intention to mediate or arbitrate within twenty-eight (28) days after the step two meeting with the superintendent or his/her designee.

- Grievance Mediation.

~~For the duration of this Agreement only, and in~~ In the event the Association notifies the superintendent or his/her designee of its intention to mediate as per paragraph C above, then the District shall respond, within seven (7) days from receipt of the Association's request, as to whether or not the District agrees to grievance mediation.

In the event the District does not agree to grievance mediation, the Association may exercise its right to arbitration by filing such notice within fourteen (14) days of receipt of the District's response for grievance mediation.

The District and the Association must mutually agree to submit a grievance to mediation. Within seven (7) days following an agreement to mediate the grievance, the Association and the District shall meet to identify a mediator. In the event the parties cannot reach agreement on a mediator, the party winning a coin toss shall choose the mediator. The process shall be subject to the following rules and conditions:

- A mediation conference shall be scheduled as soon as possible upon selection of a mediator.
- The mediator shall conduct no more than three (3) mediations per day.
- The location, date, and starting time for the mediation shall be agreed to by the District and the Association.
- The fees and expenses of the mediator shall be shared equally by the parties. The cost of substitutes, witnesses and representatives shall be borne by the respective party.
- The grievant shall have the right to be present at the mediation conference. The cost of the substitute, if any, for the grievant shall be borne equally by the Association and the District.
- Grievance claims regarding retroactive compensation shall be limited to the calendar year during which the grievance occurred.
- One (1) person from each party shall be designated as spokesperson for that party at the mediation conference.
- The mediator will have the authority to meet separately with either party, but will

not have the authority to compel the resolution of a grievance.

- The presentation of facts and considerations shall not be limited to those presented at Step Two of the grievance procedures. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed to him/her.
- Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purposes of statistical analysis.
- In the event that a grievance which has been mediated is appealed to arbitration, the mediator may not serve as arbitrator, nor may the mediator be placed on any panel from which an arbitrator is to be selected by the parties. In the arbitration proceedings, there shall be no reference to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing and nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.

In the event there is no agreement through the mediation process, the Association may exercise its right to submit the grievance to final and binding arbitration by providing written notice of such intent to the District within fourteen (14) days of the termination of the mediation process.

- In the event the Association wants to arbitrate and so notifies the superintendent or her/his designee, then the following conditions shall apply:
  - ~~The arbitrator shall be selected from a list of fifteen (15) arbitrators provided by the Federal Mediation and Conciliation Service (FMCS). Each side shall determine how many names it wishes to strike from the list. The parties will advise each other of the number of names that they have stricken. In the event that one party has stricken more names than the other party, the other party will have the opportunity to strike an equal number of names. For example, if the District strikes six (6) names and KEA strikes only four (4) names, then KEA will be allowed to strike two (2) additional names from the arbitration list. Once both parties have stricken an equal number of names, they will rank the remaining arbitrators in order of preference, with the lowest number being the most preferred arbitrator. Each side will then send the arbitrator list to FMCS. FMCS will then appoint the arbitrator based on the lowest combined ranking. In the event that no names may remain, FMCS will provide a new list of fifteen (15) names. Hearings shall be conducted in accordance with the rules of the FMCS.~~
  - The parties will have fourteen (14) business days from the date of the Association's Notice of Intent to Arbitrate in which to identify a mutually acceptable arbitrator. If the parties are unable to identify a mutually acceptable arbitrator within this



timeframe, the parties will jointly request a list of nine (9) potential arbitrators from the Public Employee Relations Commission (PERC). The parties will alternate striking of arbitrators until only one (1) arbitrator remains. The final arbitrator selection process will be complete within ten (10) business days after receipt of the PERC list by the parties. Hearing shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service (FMCS).

- The compensation and expenses of the arbitrator will be divided equally between the two (2) parties.
- Grievance claims regarding retroactive compensation shall be limited to 24 months prior to the date the grievance was filed.

### ***Section 3: INDIVIDUAL COMPLAINTS***

If an individual employee has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. Any adjustment of the complaint shall be consistent with the terms of this Agreement.

DA [Signature]

[Signature]

Tentative Agreement  
May 24, 2016

A43. Grievance mediation – *Amend the first paragraph of Article IX, Section 2.D as follows:*

~~For the duration of this Agreement only, and in~~ In the event the Association notifies the superintendent or his/her designee of its intention to mediate as per paragraph C above, then the District shall respond, within seven (7) days from receipt of the Association's request, as to whether or not the District agrees to grievance mediation.

TA Burr Pmt

CP Miller

Tentative Agreement  
May 24, 2016

A44. Grievance arbitration – Amend Article IX, Section 2.E as follows:

**E. Arbitration**

In the event the Association wants to arbitrate and so notifies the superintendent or her/his designee, then the following conditions shall apply:

1. ~~The arbitrator shall be selected from a list of fifteen (15) arbitrators provided by the Federal Mediation and Conciliation Service (FMCS). Each side shall determine how many names it wishes to strike from the list. The parties will advise each other of the number of names that they have stricken. In the event that one party has stricken more names than the other party, the other party will have the opportunity to strike an equal number of names. For example, if the District strikes six (6) names and KEA strikes only four (4) names, then KEA will be allowed to strike two (2) additional names from the arbitration list. Once both parties have stricken an equal number of names, they will rank the remaining arbitrators in order of preference, with the lowest number being the most preferred arbitrator. Each side will then send the arbitrator list to FMCS. FMCS will then appoint the arbitrator based on the lowest combined ranking. In the event that no names may remain, FMCS will provide a new list of fifteen (15) names. Hearings shall be conducted in accordance with the rules of the FMCS. The parties will have fourteen (14) business days from the date of the Association's Notice of Intent to Arbitrate in which to identify a mutually acceptable arbitrator. If the parties are unable to identify a mutually acceptable arbitrator within this timeframe, the parties will jointly request a list of nine (9) potential arbitrators from the Public Employee Relations Commission (PERC). The parties will alternate striking of arbitrators until only one (1) arbitrator remains. The final arbitrator selection process will be complete within ten (10) business days after receipt of the PERC list by the parties. Hearings shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service (FMCS).~~
2. The compensation and expenses of the arbitrator will be divided equally between the two (2) parties.
3. Grievance claims regarding retroactive compensation shall be limited to 24 months prior to the date the grievance was filed.

TA Burr Portz

C Padilla

Tentative Agreement  
May 24, 2016

A45. Special education committee – *Delete Article XI, Section 1.B*

~~B. The KEA/KSD Joint Committee for Special Education (Inclusive Education):~~

~~The parties agree to establish a joint committee to advise the executive director of Inclusive Education. The joint committee shall be co-chaired by an Association member and district representative. The District and the Association will each appoint up to five (5) members to represent their interests. The committee will begin meeting by October 15 to establish an agenda for the school year. A minimum of five (5) meetings shall occur during the school year. Members of the committee may include a school psychologist, a speech and language pathologist, an occupational therapist or a physical therapist, a support center teacher, an adaptive support center teacher, a school adjustment employee and/or integrated program teacher. Members also may include general education teachers, building, and/or district administrators. In the event that meetings are held outside of the regular workday, members will be compensated at per diem.~~

~~The task of the committee will be to:~~

- ~~1. Review research, district and state data and advise on programmatic, practices and/or service delivery issues to improve student outcomes;~~
- ~~2. Review and appraise the district special education policies, procedures, and/or practices to improve student achievement for students receiving special education services;~~
- ~~3. Review and appraise the continuum of special education services;~~
- ~~4. Maintain open communication, including posted agendas and meeting notes;~~
- ~~5. Identify professional development needs for administration and staff.~~

TA Ben Pro

C. Miller

Tentative Agreement  
June 10, 2016

A107 – Letters of agreement – *Delete Exhibit J and revise Article XII as follows:*

**ARTICLE XII – ~~SHARED DECISION MAKING~~ WAIVERS AND OTHER  
AGREEMENTS**

**Section 12.1 – Shared Decision Making**

- A. We believe that shared decision making is a means of generating structure through a continuing dialogue centered on the District's vision and core values. We recognize the need for changing roles and more open relationships in public education and encourage all stakeholders to participate in shared decision making as equal partners. Our shared efforts will promote flexibility as well as District unity, sharing of information, access to decision making for all stakeholder groups and shared responsibility as we engage in the cycle of renewing education.
- B. We are committed to developing opportunities for shared decision making as a process in which community, staff, and building administration share in the development of organizational strategies and policies that will create a sound educational environment. Fundamental to this process is the belief that broad educational goals can best be implemented by the individual schools assessing their unique needs and resources. An important function of the District and the association is to support learning improvement teams as outlined in KSD policy 2010.
- C. A school which has developed a plan which conflicts with this agreement can ask for a letter of agreement to waive contract language. Such a request will be granted by the parties, provided it is mutually agreed that the letter of agreement will create a sound educational environment and will not jeopardize either party's interests. Letters of agreement approved will be granted for up to one (1) year.

**Section 12.2 – Letter of Agreement Process**

- A. Any arrangement or action that is contrary to the terms of the collective bargaining agreement shall require a waiver in the form of a letter of agreement which specifies the nature and duration of the agreement. A letter of agreement may also memorialize arrangements or actions not covered by the terms of the collective bargaining agreement, if both parties agree that it would be useful to document such arrangement or action. This agreement, upon approval of KEA and the District, will be considered an addendum to the collective bargaining agreement for the purpose of innovative and creative program implementation or other worthy purpose.
- A. B. At the time that a letter of agreement is requested, a form must be submitted to the KEA president which shows written evidence demonstrating that at least two-thirds (2/3) of the employees affected by the agreement are in support (see Exhibit J).

**Tentative Agreement**  
**June 10, 2016**

- ~~B. C.~~ All letters of agreement must be signed by the Association president or his/her designee and the ~~assistant superintendent of District's designated human resources or his/her designee administrator.~~
- ~~C. D.~~ All letters of agreement shall be kept on file as follows: one (1) copy in the human resources office, one (1) copy in the association office, and one (1) copy at the site that originated the agreement.
- E. All letters of agreement shall expire at the end of the school year in which they go into effect unless the parties mutually specify another period.

02-03-21

BP

TA Brian Porter  
8-21

D62. Dual language – Add a new Article to read as follows:

## ARTICLE XX – DUAL LANGUAGE

### Section XX.1 – Program

A. Teacher participation in District Dual Language Programs is voluntary. In Dual Language Program schools, the program involves two (2) teachers partnered as a Dual Language teaching team, comprised of a second language teacher and an English language teacher for each grade level participating in the program. KEA and the District recognize that the needs of each school community differ. The District will communicate any anticipated programmatic changes prior to their implementation to KEA through the joint committee as described in this agreement. Typically, a school's program will be initiated at Kindergarten and possibly first grade for the first year, with an additional grade level being added each subsequent year.

### B. Training

1. Teachers in the Dual Language Program will be provided specific District-designated training in dual language instruction and provided the instructional materials necessary to implement the program.
2. Teachers new to the Dual Language program will be offered three days of training in the summer prior to the start of the teacher's first school year with the program. Training time will be paid at per diem on timesheets submitted to the director of multilingual education.
3. The District will pay training time at per diem and any fees for all additional District-required training. If such training involves travel, the District will pay expenses, including mileage, airfare, hotel costs, and/or meal stipend. For required training which requires overnight travel, a day of travel will be considered a work day for compensation purposes.

### C. Involuntary Transfers

1. For the term of this agreement, no non-Dual Language Program teachers currently working any Dual Language Program schools will be subject to involuntary transfer due to the hiring of a teacher for a new grade level in the Dual Language Program. If attrition fails to result in open positions, the District will provide additional FTE to the school(s).
2. For the term of this agreement no KEA members currently working in the Dual Language Program will be subject to involuntary transfer. If a teacher decides to opt out of the program, the teacher must provide written notice by March 15. After opting out, the teacher will be subject to involuntary transfer per the terms of the

CBA. Once a teacher decides to opt out, however, the teacher does not have the right to return to the program under the terms of Article IV, Section 9.I.

**D. Guest Teachers**

The District will maintain a list of Spanish-speaking (or other designated second-language) guest teachers and provide the list to teachers in the Dual Language Program. The unavailability of a Spanish-speaking teacher shall not prevent a teacher in the program from accessing leave. The District will actively recruit Spanish-speaking (or other designated second-language) guest teachers.

**F. Resources**

The District will work collaboratively with teachers in the program to select appropriate hard copy and/or electronic instructional materials for core curriculum in Spanish or other designated second-language for purchase by the District. If program changes are made, all required instructional materials will be provided prior to implementation of these changes. Teachers will be provided basic materials needed to implement the DL program as determined in collaboration between the teachers and the school principal.

**G. Interpreters**

Teachers in the Dual Language Program will not be expected to assume the role of interpreters for other conferences or communication in the school. The District will continue to provide interpreters as needed.

**Section XX.2 - Dual Language Teacher Compensation**

Teachers in the Dual Language Program shall be offered seventy (70) hours per year at per diem, paid by Special Projects time sheet, to be used at their option for attendance at monthly district-wide collaboration meetings and/or additional planning time with their grade level partner. Teachers in their first or second year in the Dual Language Program shall receive an additional twenty (20) hours per year for a total of ninety (90) hours.

**Section XX.3 - Dual Language Goal Setting, Parent Conferences, and Report Cards**

Teaching partners in the dual language program will collaborate and share information to facilitate progress reporting for all students. Release time or per diem, paid by Special Projects time sheet, will be provided as compensation for this work as delineated below.

**A. Goal Setting Collaboration**

DL teachers will receive a total of 7.5 hours paid at per diem or one day release to collaborate for the completion of the fall goal setting form.

**B. Fall Conference Period**



DL teachers will receive a total of 7.5 hours paid at per diem or one day release to participate in fall conferences with their partner teachers' homeroom students. DL teaching teams at each site can choose to schedule these additional paid hours as best meets their collective needs to prepare for parent conferences.

**C. Spring Conference Period**

DL teachers will receive a total of 7.5 hours paid at per diem or one day release to participate in spring conferences with their partner teachers' homeroom students. DL teaching teams at each site can choose to schedule these additional paid hours as best meets their collective needs to prepare for parent conferences.

**D. Semester One Report Card Collaboration**

DL teachers will receive a total of 7.5 hours paid at per diem or one day release to collaborate for the completion of report cards.

**E. Semester Two Report Card Collaboration**

DL teachers will receive a total of 7.5 hours paid at per diem or one day release to collaborate for the completion of report cards.

**Section XX.4 - One-to-One Literacy Assessments in Dual Language Classrooms**

A. Two days of release time per school year will be provided for grades 3-6 DL Spanish teachers to conduct one-to-one Spanish literacy assessments for students who are not on the teacher's homeroom roster.

B. Two days of release time per school year will be provided for grades K-2 DL teachers to conduct one-to-one Spanish or English literacy assessments for students who are not on the teacher's homeroom roster.

**Section XX.5 - KEA/KSD Joint Dual Language Advisory Committee**

The parties agree to establish a joint advisory committee to advise the dual language program administrator. The District and the Association will each appoint up to five (5) members to represent their interests. The joint committee shall be co-chaired by an Association member and district representative. The committee shall meet quarterly. Agendas and meeting notes will be posted. The committee will provide guidance on program support, training, and curriculum development, and will develop a plan to address ongoing workload issues. Members of the committee may include a dual language specialist, dual language teacher and/or partner dual language teacher. Members also may include non-dual language teachers, building and/or district administrators. In the event that meetings are held outside of the regular workday, members will be compensated at per diem through special projects time sheet.

TA Bruce Porter

CPindick

**Tentative Agreement  
May 24, 2016**

A46. OT/PT workload pilot – *Delete Exhibit C MOU*

D51. TPEP evaluation forms – *Delete Exhibits K-3 and K-4; see attached packet for changes to other forms.*

## KEA/KSD Summative Comprehensive Evaluation

Name:

Employee ID#:

School Year: YYYY/YY

School or Department:

Position Title:

Pre-Observation Conference Meeting: DD/MM/YYYY

Observation 1: DD/MM/YYYY

Post Observation Conference Meeting: DD/MM/YYYY

Student Growth Goal Setting Conference: DD/MM/YYYY

Observation 2: DD/MM/YYYY

Post Observation Conference Meeting: DD/MM/YYYY

Progress Report: DD/MM/YYYY

Student Growth Goals End of Year Conference: DD/MM/YYYY

Final Summative Evaluation Conference: DD/MM/YYYY

Summative Rating: [U/B/P/D]

Impact on Student Learning: [Low/Average/High]

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

I have read this assessment document and discussed it with my supervisor.

\_\_\_\_\_  
Certificated Employee

\_\_\_\_\_  
Date

Statement attached: Yes / No

\_\_\_\_\_  
Reviewed by

\_\_\_\_\_  
Date

02-12

## KEA/KSD Summative Focused Evaluation

Name:

Employee ID#:

School Year: YYYY/YY

School or Department:

Position Title:

Student Growth Goal Setting Conference: DD/MM/YYYY

Criteria Focus: [1/2/3/4/5/6/7/8]

Student Growth Focus: [3/6/8]

Observation 1: DD/MM/YYYY

Post Observation Conference Meeting: DD/MM/YYYY

Observation 2: DD/MM/YYYY

Student Growth Goals End of Year Conference: DD/MM/YYYY

Final Summative Evaluation Conference: DD/MM/YYYY

Summative Rating: [U/B/P/D]

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

I have read this assessment document and discussed it with my supervisor.

\_\_\_\_\_  
Certificated Employee

\_\_\_\_\_  
Date

Statement attached: Yes / No

\_\_\_\_\_  
Reviewed by

\_\_\_\_\_  
Date

03/8/12

### KEA/KSD Pre-Observation Conference Form

This form will be used in conjunction with the 5D Smartcard Guiding Questions. Completing this form before the pre-observation conference is optional, but teachers should be prepared to discuss the questions below.

Evaluator:

Conference Date:

Teacher:

Class / Subject to be observed:

Observation Date / Period:

Questions:	Notes:
<b>Learning Target</b> What is the specific learning target for this lesson? Which standard(s) will be addressed by this learning target?	
<b>Purpose / Success Criteria</b> What evidence will indicate / be collected to show you and/or the students that the success criteria have been met for this learning target?	
<b>Student Engagement</b> What student engagement strategies do you plan to use to encourage meaning making for and participation of all students?	
<b>Curriculum &amp; Pedagogy</b> How does this lesson fit into a unit plan or overall sequence for this concept?	
<b>Collection of Data / Specific Feedback</b> Is there any specific feedback you want from me?	
<b>Special Information/ Classroom Environment &amp; Culture</b> Are there any circumstances or students you want to make me aware of?	

## KEA/KSD Semester 1 Teacher Progress Report

Code	Indicator	Not Observed	Unsatisfactory	Basic	Proficient	Distinguished
<b>Criterion 1: Centering instruction on high expectations for student achievement.</b>						
P1	<i>Standards:</i> Connection to standards, broader purpose and transferable skill					
P4	<i>Learning Target:</i> Communication of learning target(s)					
P5	<i>Learning Target:</i> Success criteria and performance task(s)					
SE3	<i>Engagement Strategies:</i> High cognitive demand					
CEC3	<i>Classroom Routines &amp; Rituals:</i> Discussion, collaboration and accountability					
<b>Criterion 2: Demonstrating effective teaching practices</b>						
SE1	<i>Intellectual Work:</i> Quality of questioning					
SE5	<i>Engagement Strategies:</i> Expectation, support and opportunity for participation and meaning making					
SE6	<i>Talk:</i> Substance of student talk					
CP6	<i>Scaffolds for Learning:</i> Scaffolds the task					
CP7	<i>Scaffolds for Learning:</i> Gradual release of responsibility					
<b>Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.</b>						
P3	<i>Teaching Point:</i> Teaching point(s) are based on students' learning needs					
SE2	<i>Intellectual Work:</i> Ownership of learning					
SE4	<i>Engagement Strategies:</i> Strategies that capitalize on learning needs of students					
CP5	<i>Teaching Approaches and/or Strategies:</i> Differentiated instruction					
A6	<i>Adjustments:</i> Teacher use of formative assessment data					
<b>Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.</b>						
P2	<i>Standards:</i> Connection to previous and future lessons					
CP1	<i>Curriculum:</i> Alignment of instructional materials and tasks					
CP2	<i>Teaching Approaches and/or Strategies:</i> Discipline-specific conceptual understanding.					
CP3	<i>Teaching Approaches and/or Strategies:</i> Pedagogical content knowledge.					

05/12

CP4	Teaching Approaches and/or Strategies: Teacher knowledge of content						
Criterion 5: Fostering and managing a safe, positive learning environment.							
CEC1	Use of Physical Environment: Arrangement of classroom						
CEC2	Use of Physical Environment: Accessibility and use of materials						
CEC4	Classroom Routines & Rituals: Use of learning time						
CEC5	Classroom Routines & Rituals: Managing student behavior						
CEC6	Classroom Culture: Student status						
CEC7	Classroom Culture: Norms for learning						
Criterion 6: Using multiple student data elements to modify instruction and improve student learning.							
A1	Assessment: Self-assessment of learning connected to the success criteria						
A2	Assessment: Demonstration of learning						
A3	Assessment: Formative assessment opportunities						
A4	Assessment: Collection systems for formative assessment data						
A5	Assessment: Student use of assessment data						
Criterion 7: Communicating and collaborating with parents and the school community.							
PCC3	Communication and Collaboration: Parents and guardians						
PCC4	Communication and Collaboration: Communication within the school community about student progress						
Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning							
PCC1	Professional Learning and Collaboration: Collaboration with peers and administrators to improve student learning						
PCC2	Professional Learning and Collaboration: Professional and collegial relationships						
PCC5	Professional Responsibilities: Supports school, district, and state curriculum, policy and initiatives						
PCC6	Professional Responsibilities: Ethics and advocacy						

Evaluator

Date

Certificated Employee

Date

p. 6 of 12



### KEA/KSD Student Growth Goal Setting Form: Criterion 3

This form will be used with the Washington State Criteria Student Growth Rubrics. Teachers should be prepared to discuss the topics below, but completing the form prior to the conference is optional. Requirements for Student Growth in State Criteria 3, 6 and 8 are in Exhibit K and should be considered in setting goals. Teachers on a Focused Evaluation only use the sections that are relevant to their selected criteria.

Criterion 3											
<b>Student Growth 3.1—Subgroup</b> Recognizing individual student learning needs of content and developing strategies to address those needs <ul style="list-style-type: none"> <li>Goals are specific, measurable, time-bound, and align to content standards</li> <li>Goals demonstrate a significant impact on student learning</li> <li>Identifies multiple formative or summative measures used to monitor progress towards goals of a subgroup</li> </ul>											
<b>Goal</b>     											
<b>Rating of goal by evaluator at goals conference under the appropriate rubric:</b>											
<b>Student Growth 3.2</b> Achievement of Student Growth Goals based on multiple sources of data from at least two points in time for a subgroup of students within the same school year. <i>N=number of students</i> <table border="1"> <thead> <tr> <th>N ≥ 10</th> <th>N &lt; 10</th> </tr> </thead> <tbody> <tr> <td><b>Distinguished:</b> 80-100%</td> <td><b>Distinguished:</b> 67-100%</td> </tr> <tr> <td><b>Proficient:</b> 51-79%</td> <td><b>Proficient:</b> 51-66%</td> </tr> <tr> <td><b>Basic:</b> 25-50%</td> <td><b>Basic:</b> 25-50%</td> </tr> <tr> <td><b>Unsatisfactory:</b> 0-24%</td> <td><b>Unsatisfactory:</b> 0-24%</td> </tr> </tbody> </table>	N ≥ 10	N < 10	<b>Distinguished:</b> 80-100%	<b>Distinguished:</b> 67-100%	<b>Proficient:</b> 51-79%	<b>Proficient:</b> 51-66%	<b>Basic:</b> 25-50%	<b>Basic:</b> 25-50%	<b>Unsatisfactory:</b> 0-24%	<b>Unsatisfactory:</b> 0-24%	<b>Results</b>         
N ≥ 10	N < 10										
<b>Distinguished:</b> 80-100%	<b>Distinguished:</b> 67-100%										
<b>Proficient:</b> 51-79%	<b>Proficient:</b> 51-66%										
<b>Basic:</b> 25-50%	<b>Basic:</b> 25-50%										
<b>Unsatisfactory:</b> 0-24%	<b>Unsatisfactory:</b> 0-24%										

Evaluator

Date

Certificated Employee

Date

### KEA/KSD Student Growth Goal Setting Form: Criterion 6

This form will be used with the Washington State Criteria Student Growth Rubrics. Teachers should be prepared to discuss the topics below, but completing the form prior to the conference is optional. Requirements for Student Growth in State Criteria 3, 6 and 8 are in Exhibit K and should be considered in setting goals. Teachers on a Focused Evaluation only use the sections that are relevant to their selected criteria.

Criterion 6												
<b>Student Growth 6.1—Classroom</b>												
Using multiple (minimum of 2) student data points to modify instruction and improve student learning of content between two points in time												
<ul style="list-style-type: none"> <li>Goals are specific, measurable, time-bound, and align to content standards</li> <li>Goals demonstrate a significant impact on student learning</li> <li>Identifies multiple formative or summative measures used to monitor progress towards goals of a whole class</li> </ul>												
Goal												
Rating of goal by evaluator at goals conference under the appropriate rubric:												
<b>Student Growth 6.2</b> Achievement of Student Growth Goals based on multiple sources of data from at least two points in time for a whole class of students within the same school year. <i>N=number of students</i> <table border="1"> <thead> <tr> <th>N≥10</th> <th>N&lt;10</th> </tr> </thead> <tbody> <tr> <td><b>Distinguished:</b> 80-100%</td> <td><b>Distinguished:</b> 67-100%</td> </tr> <tr> <td><b>Proficient:</b> 51-79%</td> <td><b>Proficient:</b> 51-66%</td> </tr> <tr> <td><b>Basic:</b> 25-50%</td> <td><b>Basic:</b> 25-50%</td> </tr> <tr> <td><b>Unsatisfactory:</b> 0-24%</td> <td><b>Unsatisfactory:</b> 0-24%</td> </tr> </tbody> </table>		N≥10	N<10	<b>Distinguished:</b> 80-100%	<b>Distinguished:</b> 67-100%	<b>Proficient:</b> 51-79%	<b>Proficient:</b> 51-66%	<b>Basic:</b> 25-50%	<b>Basic:</b> 25-50%	<b>Unsatisfactory:</b> 0-24%	<b>Unsatisfactory:</b> 0-24%	Results
N≥10	N<10											
<b>Distinguished:</b> 80-100%	<b>Distinguished:</b> 67-100%											
<b>Proficient:</b> 51-79%	<b>Proficient:</b> 51-66%											
<b>Basic:</b> 25-50%	<b>Basic:</b> 25-50%											
<b>Unsatisfactory:</b> 0-24%	<b>Unsatisfactory:</b> 0-24%											

Evaluator

Date

Certificated Employee

Date

p-8 of 12

## KEA/KSD Student Growth Goal Setting Form: Criterion 8

This form will be used with the Washington State Criteria Student Growth Rubrics. Teachers should be prepared to discuss the topics below, but completing the form prior to the conference is optional. Requirements for Student Growth in State Criteria 3, 6 and 8 are in Exhibit K and should be considered in setting goals. Teachers on a Focused Evaluation only use the sections that are relevant to their selected criteria.

<b>Criterion 8</b>
<b>Student Growth 8.1—Collaborative</b>
Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning of content
<ul style="list-style-type: none"> <li>• Goals are specific, measurable, time-bound, align to content standards and decided collaboratively</li> <li>• Goals demonstrate a significant impact on transferable skills and student learning</li> <li>• Teacher consistently and actively contributes multiple sources of data to collectively determine evidence of student learning</li> <li>• Teacher engages in data-based reflection with team and adjusts practice accordingly</li> <li>• Teacher implements team decisions regarding instruction and assessment</li> </ul>
<b>Goal</b>
<b>Rating of goal by evaluator at goals conference under the appropriate rubric:</b>

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Certificated Employee

\_\_\_\_\_  
Date

## KEA/KSD Summative Observation Scores

Teacher:

Evaluator:

School:

Eval Type: [Comprehensive/Focused]

If Focused evaluation, the selected criterion: [1/2/3/4/5/6/7/8] and student growth focus [3/6/8]

Washington State Eval Criteria										5D+ Teacher Evaluation Indicators					#1					#2					#3					#4					#5					Overall																			
1. Centering instruction on high expectations for student achievement.										P1 Connection to standards, broader purpose and transferable skill P4 Communication of learning target(s) P5 Success criteria and performance task(s) SE3 High cognitive demand CEC3 Discussion, collaboration and accountability										a																																							
2. Demonstrating effective teaching practices.										SE1 Quality of questioning SE5 Expectation, support and opportunity for participation and meaning making SE6 Substance of student talk CP6 Scaffolds the task CP7 Gradual release of responsibility										b																																							
3. Recognizing individual student learning needs and developing strategies to address those needs.										P3 Teaching point(s) are based on students' learning needs SE2 Ownership of learning SE4 Strategies that capitalize on learning needs of students CP5 Differentiated instruction A6 Teacher use of formative assessment data 3.1 Establish Student Growth Goal(s) 3.2 Achievement of Student Growth Goal(s)										c																																							
4. Providing clear and intentional focus on subject matter content and curriculum.										P2 Connection to previous and future lessons CP1 Alignment of instructional materials and tasks CP2 Discipline-specific conceptual understanding CP3 Pedagogical content knowledge CP4 Teacher knowledge of content										d																																							
5. Fostering and managing a safe, positive learning environment.										CEC1 Arrangement of classroom CEC2 Accessibility and use of materials CEC4 Use of learning time CEC5 Managing student behavior CEC6 Student status CEC7 Norms for learning										e																																							

D10 x 12

	Scheduled Observation (>20 Mins)	#1	MM/DD/YYYY
	Optional Unscheduled Observation (>15 Mins)	#2	MM/DD/YYYY
	Scheduled Observation (>20 Mins)	#3	MM/DD/YYYY
	Optional Unscheduled Observation (>15 Mins)	#4	MM/DD/YYYY
	Optional Unscheduled Observation (>20 Mins)	#5	MM/DD/YYYY

Evaluator

I have read this assessment document and discussed it with my supervisor.

Date

Certificated Employee

Statement attached: Yes / No

Date

OSPI-Approved Summative Scoring Band				OSPI-Approved Student Growth Impact Rating		
8 to 14	15 to 21	22 to 28	29 to 32	5 to 12	13 to 17	18 to 20
1	2	3	4	Low	Average	High
Unsatisfactory	Basic	Proficient	Distinguished			

Note: For a Focused evaluation, only score the selected criterion and the applicable student growth element; there is no student growth impact rating.  
Original to Employee and Copy to Building File

0/24/12

PA Ben Porter  
8-11-16

Radell

D59/A36. iGrad MOU – *Renew and amend the current MOU per below:*

The Kent School District (District) and the Kent Education Association (KEA) in continuation of the collaborative work on the staffing and continued implementation of the iGrad Program, during the term of this Agreement, do hereby agree to the following:

**1. Article I, Section 1: Recognition**

KEA will serve as the sole and exclusive bargaining representative for all non-supervisory certificated employees in the iGrad program.

**2. Article IV, Section 4.B.3 and 4.8.6: Extra Curricular / Extra Duty Pay**

The October, November, January, and March optional Workshop Days observed at other District schools will be student days at iGrad. Guest teachers will be provided for iGrad staff, subject to availability, in order to provide equitable teacher directed time, attend district professional development, and/or professional development conferences. Pay for workshop days will be at the employee's per diem rate.

**3. Article IV, Section 5.C.1: Rights, Responsibilities and Authority of Teachers**

- a. The iGrad program will employ a security guard. In the event the guard is absent from work, a substitute will be on duty.
- b. At no time will there be fewer than three (3) certificated staff members on site.

**4. Article IV, Section 5.C.1: Employment Contracts / Supplemental Contracts  
(Summer School only)**

- a. Summer School positions at iGrad will be offered to iGrad school-year staff first and then, as necessary, to other KEA members in a like manner to other summer programs.
- b. Certificated employees in the iGrad summer program will be provided with a Supplemental Contract for all days worked during the summer. The contract will include:
  - i. Two (2) teacher-directed workshop days, one at the beginning of the summer and one at the end. Those working less than the full term of the summer program will only receive the teacher-directed workshop day which occurs during the term of the individual's summer program, if any.
  - ii. Summer workshop days will be pro-rated for part-time employees.

## **5. Article IV, Section 9: Involuntary Transfer**

If an iGrad position is open when the involuntary transfer process is activated, then any KEA member with appropriate certification who meets the qualifications for the program will have an opportunity to transfer to the iGrad program. (See attached Teacher/Counselor Qualifications.)

## **6. Article V: Leaves**

- a. *For regular school-year employees:* A 1.0 FTE employee will be granted twelve (12) days sick leave for illness, injury and emergencies as defined in the KEA contract. Employees working part-time or less than the regular school-year will be granted sick leave on a pro-rated basis.
- b. *For District employees working in the Summer School Program:* Accrued sick leave can be used for illness or injuries occurring during the Summer School program.
- c. *For Summer School Program employees only:* Employees will be given one (1) day of Summer Discretionary Leave. If unused, such leave will be cashed out at the end of the summer program at the base substitute daily rate, pro-rated for part-time employees.
- d. All other leave provisions in the collective bargaining agreement will apply.

## **7. Article VI, Section 1: Salary Schedule (*Summer School program only*)**

Work during the Summer School program will be paid at per diem according to placement on the applicable salary schedule.

## **8. Article VI, Section 2: Salaries, Stipends and Benefits**

National Board Stipend: iGrad will be considered a high poverty school and the additional stipend of \$5,000 will be paid to NBCTs per Section D.

## **9. Article VI, Section 4.B.5: Effective Education**

- a. *For Summer School program only:* iGrad certificated employees will be paid one (1) day of teacher-directed effective education for every 20 days of summer employment at per diem (prorated for part-time employees), to be paid on an extra-pay time sheet.
- b. The District will pay staff for time at per diem and any fees for all additional required training or meetings.



#### 10. Article VI, Section 4.B.9: IEP Stipend

- a. Any iGrad Special Education teacher will possess a valid special education endorsement.
- b. *For Summer Staff only:*
  - i. iGrad Special Education teachers working in the summer will be paid an additional three (3) hours at per diem per IEP completed during the summer.
  - ii. iGrad evaluations and IEPs completed by ESA staff during the summer will be paid at per diem.
- c. *During the regular school year:*
  - i. If the iGrad teacher has a special education endorsement and is the designated case manager for iGrad special education students, then the teacher will receive the IEP Stipend per the KEA contract.
  - ii. The teacher will receive up to 7.5 hours at per diem per IEP completed above 30 to provide for development of the IEP, data entry, progress reports, as well as scheduling and attending meetings.
- d. If OT, PT, SLP or Nurse and Health Care Services are provided outside of the contracted work day, the work will be performed on a voluntary basis paid at the individual's per diem.

#### 11. Article VII, Section 1: Workday

- a. A 1.0 FTE iGrad certificated employee will have a 37.5 hour work week. The schedule will be designated as either a standard schedule of 7.5 hours per day, for five consecutive days per week or an alternate schedule comprised of 8.5 hours per day Monday through Thursday (e.g. 8:15 a.m. to 4:45 p.m. or 1:45 p.m. to 8:45 p.m.) and 3.5 hours on Friday (to be determined by mutual agreement of the employee and administrator). Monday through Thursday will include 15 minutes before the student day and 15 minutes after the student day. The workday will include a 30-minute duty free lunch Monday through Thursday and no less than 60 minutes of teacher directed planning time per day, Monday through Thursday. Additionally, at least 120 minutes of teacher directed planning time will be provided on Friday.
- b. Certificated staff, with an FTE regularly assigned to another district building, will be limited to teaching 5:30 p.m. to 8:30 p.m. ~~one~~ two days per week, during the regular school year, and will be provided and paid for 30 minutes of planning time and 15 minutes of meeting time for a total of 3.75 hours per day (a .1 FTE

supplemental contract). On days when no meetings are held, teachers will have 45 minutes of planning time.

- c. Meetings: Staff meetings will be conducted during the workday Monday through Thursday and are limited to 30 minutes per meeting. Trainings and additional meeting time may occur on Fridays outside of the teacher-directed planning time.

## **12. Article VII, Section 1-7: Alternate Calendar/Late Arrival Days**

iGrad will not participate in the Alternate Calendar/Late Arrival Days schedule set forth in the collective bargaining agreement.

## **13. Article VII, Section 2: Workload**

- a. A 1.0 FTE iGrad certificated employee will have no more than 200 students on his/her caseload with no more than 25 students per three-hour session.
- b. A 0.1 FTE iGrad certificated employee will have no more than 25 students and a 3.75 hour workday one day each week.
- c. A 1.0 FTE iGrad counselor will have a caseload of no more than 375 students, unless a lower caseload is needed to comply with OSPI staffing requirements for an "Open Doors" program. Hours for counselors will be mutually agreed upon by the counselor and administrator and will overlap the day and evening sessions. If a counselor has FTE in another KSD building, work hours will be mutually agreed upon by the counselor and administration in both buildings. The district, iGrad administration, and iGrad counselors will work with community-based organizations to provide additional services to align with ESSHB 1418 regulations.
- d. Per the collective bargaining agreement, ESAs and Nurses will use a collaborative group process and consider the unique needs of the iGrad program in determining assignments during the regular school day.
- e. The iGrad site will be considered a unique circumstance when added to the workload of a school psychologist, and, as such, 500 students at iGrad will be considered no more than a .30 FTE. KSD psychologists will not be expected to complete evaluations for students in Green River Community College (GRCC) program.
- f. No base or program special education para-educator time will be assigned to the iGrad program. This does not preclude an IEP team decision determining that para-educator services are required to meet an individual student's educational needs.

#### **14. Article VII, Section 8: Layoff and Recall**

If the district implements a Reduction in Force (RIF), iGrad program positions will be included as are any other positions. Additionally, should a position at iGrad be open, KEA members with appropriate certification and qualifications will be given the opportunity to be recalled to the iGrad program.

#### **15. Article VII, Section 10: High School Advisory**

The High School Advisory language, Article VII, Section 10, will not apply to the iGrad program.

#### **16. Terms of the Agreement:**

- ~~This Memorandum of Understanding (MOU) shall be considered a bargained modification of the current KEA collective bargaining agreement.~~
- a. All provisions of the collective bargaining agreement ~~in effect during the 2014-15 and 2015-16 school year~~ and not modified by this MOU shall remain in full force and effect.
- b. In consultation with the certificated employees of the iGrad program, KEA and KSD will meet by May 1, 2016 of each year to review this MOU and to recommend adjustments, if needed, to the parties' respective negotiating teams.
- c. The Memorandum of Understanding (MOU) shall become effective upon signature of the parties and shall expire at the conclusion of the current collective bargaining agreement ~~August 31, 2016~~, except in the event that a successor collective bargaining agreement has not been agreed upon by the parties, in which case, the terms of this agreement will be considered part of the status quo until a successor agreement is in place.
- d. This process and MOU Agreement neither establishes past practice nor sets precedent for addressing future iGrad concerns.

DA Buzz Porter  
8-18-16

*[Signature]*

D61. WaKIDS – Enter into an MOU that reads as follows:

The Kent School District (District) and the Kent Education Association (KEA) in an effort to work collaboratively on supporting teachers who are required, by Washington State, to use the WaKIDS assessment for kindergarten students, agree as follows:

1. For the 2016-17 school year, all elementary schools required by Washington State will participate in the WaKIDS assessment for Kindergarten students.
2. Kindergarten teachers required to use the WaKIDS assessment will receive an additional amount of two (2) hours of pay at the teacher's per diem rate for each child over the twenty-third student as measured by the size of the teacher's class on October 14. The teacher shall submit a special projects timesheet to the director of early childhood education for this pay. Payment will be made in the next available pay warrant. This is in addition to any elementary overload pay.
3. Kindergarten teachers using the WaKIDS assessment will not be required to do goal setting or goal setting conferences for students. For kindergarten teachers using the WaKIDS assessment, the October Workshop Day will be a floating day for the purpose of working on the WaKIDS Teaching Strategies (TS) Gold assessment for uploading prior to the fall conferences. October parent conferences will be used for sharing WaKIDS assessment data in the areas of math and literacy objectives. Schools will make arrangements to administer the fall reading assessments outlined in the District's elementary school assessment calendar. No Kindergarten teacher will be required to administer that assessment.
4. All Kindergarten teachers new to using the WaKIDS assessment are expected to complete the required training before the start of the school year, or 30 calendar days after the start of the school year, unless the teacher provides evidence of previously completed WaKIDS training. A District-provided portable computing device to access and administer TS Gold will be made available to all kindergarten teachers in the summer after the refresh process is complete.
  - a. Required two (2) day training (WaKIDS 101) for teachers new to the WaKIDS assessment will be provided on multiple dates in the summer months at multiple locations through the Puget Sound Educational Service District (PSESD).
    - i. Teachers can select training dates that are convenient for them from the PSESD training calendar and must complete the training no later than September 30, 2016.
    - ii. Teachers will be paid at the individual teacher's per diem rate for WaKIDS training and must submit a District extra pay timesheet to the Director of Early Learning.

- iii. Teachers can be reimbursed for mileage to and from WaKIDS by submitting a mileage reimbursement request to the Director of Early Learning using the Mileage Manager on Stafflink.
  - iv. The two (2) day WaKIDS training includes time to take the Inter-Rater Reliability (IRR) Certification test to assure fidelity of implementation. IRR certification needs to be renewed every three (3) years.
  - v. Any teacher not successfully completing the IRR testing, at the time of the initial training, can take an optional WaKIDS refresher training which includes a half-day of content and a half-day to complete the IRR. A teacher taking the WaKIDS refresher training, including the IRR, will receive a one-time payment at per diem.
  - ~~vi. If a teacher is unsuccessful in achieving IRR certification after the one-time only retake, the teacher will have multiple non-paid opportunities to re-take the IRR testing prior to September 30, 2016.~~
- b. Refresher training is optional for teachers who previously completed WaKIDS 101. Refresher training will be paid at the teacher's per diem rate for training provided outside the teacher's regular work day, subject to prior approval based on the availability of funds.
  - c. Teachers who previously completed WaKIDS 101 are encouraged, but not required, to take WaKIDS 201 to provide practical strategies to organize and document ongoing observations. Any teacher completing WaKIDS 201 will be paid at the teacher's per diem rate for the training provided outside of the teacher's regular work day, subject to prior approval based on the availability of funds.
- 5. If renewal options are available for teachers whose IRR certification expires, they will be compensated up to the amount provided by the State and must submit a District extra pay timesheet to the Director of Early Learning.
  - 6. The first three (3) days of the school year will be non-student days for the kindergarten students being assessed under WaKIDS. This time will be used for teachers to meet with parents and students to complete the Family Connection component of WaKIDS. During the Family Connection phase, teachers welcome families as partners in their child's education and gather information from parents in support of each student's entry into kindergarten and learning success. The school building will schedule translators as needed to facilitate the Family Connection.
  - 7. The second phase of WaKIDS is the TS Gold assessment, which is a whole child assessment based on information teachers have gathered about student strengths in six (6) areas. Teachers will collect TS Gold student data using the TS Gold portal through their District-provided device. TS Gold data on math and literacy objectives must be uploaded prior to fall parent conferences. The remaining four objectives

(social/emotional, physical, language, and cognitive) must be uploaded by the October 31<sup>st</sup> state deadline.

8. Up to fifteen (15) additional hours of pay at each teacher's per diem will be available for time spent in grading and data entry of the WaKIDS TS Gold Assessment and will be recorded on an extra pay timesheet, to be submitted to the Director of Early Learning.
9. Schools choosing to administer TS Gold assessments more than once during the school year to gather evidence of student growth, must submit a Waiver request, as provided under Article XII. Said waiver must be approved prior to administration of any additional TS Gold assessments during the school year.
10. This Memorandum of Understanding will be effective upon signature by the parties and will be reopened in the event of any state-mandated changes to WaKIDS.

JA Ben Porter  
8-21

Chad

**Memorandum of Understanding  
Between  
Kent School District #415  
And  
Kent Education Association**

**Alternate Calendar – Late Arrival  
(Including Early Childhood Education (ECE) Alternate Calendar)**

The Association and the District have agreed, in addition to the four (4) Workshop days during the school year, to implement an alternate calendar for each school year covered under this agreement. All schools will have ten (10) one hundred and five (105) minute late arrival days. Elementary schools will provide no more than three (3) additional minutes of instruction per day (i.e. a total of 293 minutes), if necessary, and secondary schools will provide not more than five (5) additional minutes of instruction per day (i.e. a total of 295 minutes), if necessary, in order to ensure compliance with the Basic Education Act (BEA) to be used for ten (10) late arrivals throughout the year.

**Late Arrival Dates.** The ten (10) late arrival dates for all schools will be as follows:

	<b>Date (TBD)</b>	<b>Elementary Directed by</b>	<b>Secondary Directed by</b>
1	9/21/16	Principal	Principal
2	10/12/16	Individual Employee	Individual Employee
3	11/30/16	Principal	Principal
4	1/11/17	Principal	Individual Employee
5	2/8/17	Individual Employee	Principal
6	3/1/17	Principal	Individual Employee
7	3/22/17	Individual Employee	Principal
8	4/19/17	Principal	Principal
9	5/10/17	Individual Employee	Individual Employee
10	6/7/17	Individual Employee	Individual Employee

**2. Early Childhood Education (ECE) Alternate Calendar.** The Early Childhood Education Program (ECE) will continue not serving students on Late Arrival Days and will use the day for professional collaboration with the team members. The ECE Program will not serve students on ECE parent conference days. Parent conferences will be scheduled on two (2) days only in the fall and spring, in order provide services to both AM and PM session ECE students for two (2) days during each conference week. The ECE parent conference days for the 2016-17 school year are scheduled as follows:

ECE fall conference days: October 26 and 27, 2016

ECE spring conference days: February 15 and 16, 2017

For all other District pre-school/pre-kindergarten programs (non-ECE programs), students will continue to be served on Late Arrival Days, with cancellation or delayed start of the morning (AM) sessions only.

**Kent School District**

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**Kent Education Association**

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*Padilla*

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