

**Agreement Between**

**Kent School District**

**and**

**Kent Education Association**

**September 1, 2016 - August 31, 2017**

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## **PREAMBLE**

This Agreement is entered into this 1st day of September, 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.

## **WITNESSETH**

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children is their mutual aim, and that the character of such education depends on the quality of the teaching service, and

WHEREAS, the Board has a statutory obligation, pursuant to the Educational Employment Relations Act, RCW Ch. 41.59, to bargain with the Association as the exclusive representative of the employees covered by this Agreement with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I – RECOGNITION AND DEFINITIONS

### ARTICLE I – RECOGNITION AND DEFINITIONS

#### Section 1.1 – Recognition

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all professional certificated personnel\* under contract or on leave. Such representation shall cover all personnel assigned to newly created professional certificated positions unless the parties agree that such positions are supervisory as defined in RCW 41.59.020(4)(d). Such representation shall exclude superintendent, assistant superintendents, principals, assistant principals, directors, executive directors, and coordinators except activities coordinators, and personnel whose job category does not require holding a certificate as authorized by the State Board of Education or the Superintendent of Public Instruction.
- B. The Board agrees not to negotiate with or recognize any Employee organization other than the Association for the duration of this Agreement.

\*This includes the following employees:

1. Substitute certificated employees employed by the District for more than thirty (30) days of work within any 12-month period ending during the current or immediately preceding school year, and who continue to be available for employment as substitute employees.
2. Substitute certificated employees employed by the District in positions where it is anticipated or comes to pass that a member of the bargaining unit will be absent from her or his regular assignment and will be replaced in such assignment for a period in excess of twenty (20) consecutive work days.

#### Section 1.2 – Definitions

- A. Unless the context in which they are used clearly requires otherwise, when used in this Agreement:
  1. The term “Agreement” shall mean this entire Collective Bargaining Agreement.
  2. The term “Association” shall mean the Kent Education Association.
  3. The term “Board” shall mean the Board of Directors of the Kent School District Number 415.
  4. The term “District” shall mean the Kent School District Number 415.
  5. The term “employee” shall refer to all certificated instructional and non-instructional employees represented by the Kent Education Association as defined in Section 1.1.
  6. The term “days” shall mean calendar days unless otherwise specifically defined in this Agreement.

## ARTICLE I – RECOGNITION AND DEFINITIONS

7. The term “Act” shall mean the Educational Employment Relations Act, RCW 41.59.
  8. The terms “seniority” and “seniority list” shall be as defined in Section 7.8, subsections C.1, 2, and 3 of this Agreement.
  9. The term “joint committee” shall mean a committee consisting of an equal number of members appointed by the Association president and the District superintendent.
- B. Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall include both the masculine and feminine; words denoting number include both the singular and plural.



## ARTICLE II – STATUS & ADMINISTRATION OF AGREEMENT

### ARTICLE II – STATUS & ADMINISTRATION OF AGREEMENT

#### Section 2.1 – Ratification and Relationship of Existing Policies

- A. This Agreement shall become effective when ratified by the Board and Association and executed by authorized representatives thereof and may be amended or modified only with written mutual consent of the parties.
- B. This Agreement shall supersede any written rules, regulations, policies or resolutions of the District which are contrary to its expressed terms.

#### Section 2.2 – Compliance with Agreement

All individual certificated employee personal services contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement. If any individual employee contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

#### Section 2.3 – Conformity to Law

- A. This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any employee or group of employees covered hereby shall be found contrary to law by a court of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.
- B. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, an Attorney General Opinion, or an Auditor's Report, the parties shall meet pursuant to the Act concerning said provision.

#### Section 2.4 – Distribution of Agreement

- A. The District shall:
  - 1. Maintain an updated version of this agreement on the District web site.
  - 2. Print and provide 100 copies of this agreement each year to the Association.
  - 3. Provide a copy of this agreement and all exhibits and attachments as a single complete document in Microsoft Word format to the Association.
  - 4. Include page numbers on each page in the printed and Word formats of the agreement.
- B. Printed copies of this agreement shall be made available upon request.

## ARTICLE II – STATUS & ADMINISTRATION OF AGREEMENT

### **Section 2.5 – Exhibits**

The exhibits are integral parts of this Agreement and are incorporated into it.

## ARTICLE III – ASSOCIATION & BOARD RIGHTS & RESPONSIBILITIES

### ARTICLE III – ASSOCIATION & BOARD RIGHTS & RESPONSIBILITIES

#### Section 3.1 – Exclusivity

Throughout this Agreement certain rights and functions are accorded and ascribed to the Association as the legal representative for all employees covered under this Agreement. Rights and privileges afforded the Association and its constituent organizations shall not be granted to a minority organization seeking to represent employees represented by the Association. The right to participate as an organization representing employees in grievance processing shall be an exclusive right of the Association.

#### 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.
- C. The Association shall have the right to use district buildings without cost for meetings and to transact Association business. 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.

#### 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.
- 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. 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

## ARTICLE III – ASSOCIATION & BOARD RIGHTS & RESPONSIBILITIES

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.

### **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.

### **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, fiscal changes, or policy or procedure that impacts wages, hours or working conditions, the 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

### **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

### ARTICLE III – ASSOCIATION & BOARD RIGHTS & RESPONSIBILITIES

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.

#### B. Membership Authorization

1. Within ten (10) days of their commencement of employment, employees may sign and deliver to the 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.
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 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 District of such objection in writing within ten (10) days of commencement of employment.
2. Finding determination of any bona fide religious objection, the 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

## ARTICLE III – ASSOCIATION & BOARD RIGHTS & RESPONSIBILITIES

monies shall not be transmitted until such time as the 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 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. 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 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. inviting new employees and new guest teachers to become members of the Association;
  3. distributing and collecting a signed acknowledgment of receipt of notice of the Agreement's provisions regarding union security and the packet explaining employee

## ARTICLE III – ASSOCIATION & BOARD RIGHTS & RESPONSIBILITIES

rights associated with the agency fee to those new employees who do not elect to become members of the Association during the orientation.

### **Section 3.8 – Release Time**

- A. Members of the Association 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 requests of fewer than ten (10) employees must be submitted at least 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 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 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.

### **Section 3.9 – Building Representatives**

- A. Association building representatives shall meet with individual school principals 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 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

## ARTICLE III – ASSOCIATION & BOARD RIGHTS & RESPONSIBILITIES

representatives when doing so. Site specific issues may also be raised in the HR/KEA weekly meeting.

### **Section 3.10 – Management Rights**

The management and operation of the District and the direction of staff members are vested exclusively in the District subject to the terms of this Agreement. All matters not specifically and expressly controlled by the language of this Agreement may be administered for the duration of this Agreement by the District in accordance with Board policy or procedure. Nothing in this agreement shall be construed to be a delegation to others of the policy-making authority of the Board, which authority is specifically reserved by the Board.

### **Section 3.11 – No Strike/No Lockout**

- A. There shall not be authorized any strike, slow down, or any other stoppage of work by the Association, regardless of whether an unfair labor practice is alleged. Should a strike, slow down or stoppage by the Association members occur, the Association shall immediately instruct its members to return to work. If the employees do not resume work as required by the Agreement immediately upon being so instructed, they shall be subject to discipline, including discharge.
- B. The District agrees that there will be no lockout of employees represented by the Association.
- C. This section of the Agreement may be reopened each year in July by either party, and shall remain open until agreement is reached on this section by both parties.

### **Section 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.
- 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.
- C. Although the Labor-Management Committee may discuss the underlying causes of grievances, the Committee will not discuss or resolve individual grievances.



## ARTICLE IV – EMPLOYEE RIGHTS

### ARTICLE IV – EMPLOYEE RIGHTS

#### Section 4.1 – Individual Rights

##### A. Discrimination

There shall be no illegal discrimination against any employee by reason 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 or because of their membership or non-membership in employee organizations or in their exercise of other rights under Chapter 41.59 RCW.

##### 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 Exhibit K-4). 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 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 for engaging in such misconduct; student discipline will be consistent with Section 4.5 of this contract. If a student is found to have committed any of the infractions described in this section, the employee’s recommendation for discipline will be given due consideration.

## ARTICLE IV – EMPLOYEE RIGHTS

- 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) 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.
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.

### C. Parents and Public

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.

### D. Civility

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, 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.

### E. Legal Redress

Employees may seek legal redress for violations of the law committed by students, parents/guardians, or members of the public against the employees, 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 Section 5.7.

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### F. Video Surveillance

1. The primary purpose of electronic and video monitoring shall be to ensure the health, welfare and safety of all employees, students and visitors to district property, and to safeguard district facilities and equipment.
2. Within thirty (30) calendar days of mutual agreement of the Memorandum of Understanding, the District will provide a description to KEA of the location of all video cameras at each worksite.
3. Additional video cameras or electronic monitoring systems may not be added without three (3) days prior written notice to the Association. Additional video cameras or electronic monitoring systems will be subject to all restrictions described in this Memorandum of Understanding.
4. Video cameras and other electronic monitoring equipment or systems may be used in common areas, such as hallways and cafeterias, even if the common area is used for instruction. Such equipment shall not be used in classrooms or private workspaces assigned to bargaining unit members.
5. Video and/ or electronic monitoring systems will not be used to monitor or observe employee behavior, or to evaluate employee work performance. Any use of the District's video and/or electronic recording systems in employee discipline matters will occur as a means to verify information obtained during an investigation process in compliance with the terms and conditions of the collective bargaining agreement. Appropriate use of the District's video and/or electronic recording system records includes compliance with the just cause and progressive discipline provisions of Section 4.2 of the KEA collective bargaining agreement. If video and/or electronic monitoring system records are used in connection with an investigation of employee conduct, the District, upon request by the KEA, will furnish a copy of the video recording or electronic monitoring system records used.
6. Viewing of video records are coordinated through the District Safety and Security office. Video and audio records from District- operated school buses are maintained by the Transportation Department and viewing is coordinated through the Director of Transportation.
7. Records from the District's video and/or electronic recording systems are public records, accordingly complete confidentiality of these records cannot be assured. Because such records may contain sensitive information, the District will comply with its policy and state law regarding any public records requests. The release of video and electronic recordings will be pursuant to the rules, regulations, and procedures of the Washington Public Records Act.

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### G. Academic Freedom

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 course 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 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 services 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

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for the welfare, growth, and development of children, and (c) an insistence upon objective scholarship.

### **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, 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 a meeting held to discuss allegations that may warrant disciplinary action, the employee shall be informed of the purpose, 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.

### **Section 4.3 – 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,

## ARTICLE IV – EMPLOYEE RIGHTS

payroll authorizations, recommendations, transcripts, certification documents, correspondence, evaluation reports, and pertinent data concerning the employee.

- B. A building working folder may 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.
- 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.
- 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. the materials are not required to be retained by law;
  - 2. the materials are not part of a formalized continuing action;
  - 3. 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. the District may keep the employee's evaluation for more than five 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;

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2. is on probation pursuant to Article VIII;
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.

### **Section 4.4 – Employee Protection**

- A. The Board will name employees as an additional insured on the District's liability and errors and omissions insurance programs. The scope of protection will not exceed the coverage purchased for the District; provided such insurance includes malpractice protection for school nurses, psychologists, speech-language pathologists, physical and occupational therapists; and provided further that the District agrees to defend, indemnify, and hold the employee harmless against any and all claims, suits, orders, or judgments brought or issued against the employee as a result of any action taken or not taken by the employee in the course of performing her/his job.
- B. The District agrees to select an insurance carrier who also agrees to defend, indemnify, and hold the employee harmless against any and all claims, suits, orders, or judgments brought or issued against the employee as a result of any action taken or not taken by the employee in the course of performing her/his job, excluding gross and/or willful negligence.
- C. The Board of Directors will provide employees' insurance\* to pay for loss or damage to personal property of school employees when engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof.

\*NOTE: Such insurance supplements the individual employee's insurance which provides the primary coverage.

### **Section 4.5 – Rights, Responsibilities and Authority of Employees**

#### **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.

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4. Each 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 including in their communications and interactions with students.

### 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.

#### 2. Methods of Student Control

##### a. Discipline

Discipline shall mean all forms of correction other than suspension and expulsion and shall include the exclusion of a student from a class for a period of time not exceeding the balance of the school day. Discipline shall also mean the exclusion of a student from any other type of activity conducted by or in behalf of the school District. The forms of discipline set forth below are not intended to exclude the imposition of other appropriate forms of disciplinary action.

No form of discipline shall be administered in such a manner as to prevent a student from accomplishing specific academic grade, grade level or graduation requirements or adversely affecting a student's academic grade or credit in a subject or course because of tardiness or absences, except to the extent that the student's attendance and/or participation is related to the instructional objectives of the subject or course and such attendance and/or participation has been identified pursuant to the school District policy as a basis for grading.

##### b. Detention

Teachers and other certificated employees shall have the authority to detain students under their supervision for up to forty (40) minutes after the regular student dismissal time. Detention will not extend beyond the time of departure of the bus upon which the student can ride unless prior arrangements have been made with the student's parents or guardian.



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### 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 that except in emergency circumstances, the employee shall have first attempted one or more alternative forms of corrective action; 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).

### d. Emergency Removal

A student may be removed immediately from a class, subject or activity by an employee or administrator and sent to the principal or a designated school authority, provided that the employee or administrator has good and sufficient reason to believe that the student's presence poses an immediate and continuing danger to the student, other students, or school personnel or an immediate and continuing threat of substantial disruption of the class, subject, activity, or educational process of the student's school. The removal shall continue only until the danger or threat ceases or the principal or designated school authority acts to impose discipline, impose a short-term suspension, initiate a long-term suspension or an expulsion, or impose an emergency expulsion.

The principal or designated school authority shall meet with the student as soon as reasonably possible following the student's removal and take or initiate appropriate corrective action or punishment. In no case shall the student's opportunity for such meeting be delayed beyond commencement of the next school day. The employee or administrator who removed the student shall be notified of the action which has been taken.

### e. Corporal Punishment

Corporal punishment shall not be authorized as a means of disciplining students in the Kent School District. District staff may use reasonable force when deemed necessary to restrain a student.

### f. Repeat Weapons and Serious Assault Offenders

Students who bring and/or use weapons and/or dangerous devices, or physically touch a 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.

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### 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 any employee shall have the authority to 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.

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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.

### D. Visitors

See Board Policy 4311 and Board Procedure 4311P regarding classroom observation guidelines.

## 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, 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:

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- 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.
  - 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.

### C. Other Contracts

1. Supplemental Contracts
  - a. There shall be a supplemental contract for Board-authorized extra-curricular and supplemental assignments pursuant to 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:
    - i. The employee is no longer a member of the building staff, unless it is mutually agreeable that he/she retain the supplemental assignment;

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- 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
  - iii. The performance of the duty was “not satisfactory,” pursuant to Section 10.1.
  - 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 and the employee is notified by the first day of school or the first day the activity begins, whichever is earlier.
2. Supplemental Contracts for 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. 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. 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. 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.
- 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. Secondary counselors: ten (10) days in addition to (a) and (b) above
- e. Elementary counselors and social workers: three (3) days in addition to (a) and (b) 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.
- f. Secondary librarians: ten (10) days in addition to (a) and (b) above
- g. Elementary librarians: five (5) days in addition to (a) and (b) above

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- h. Vocational employees: as mandated by the District’s vocational program and accreditation requirements
- i. Curricular leaders: based on the following teacher FTE formula:

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

- j. Nurses:
  - i. Nurses shall be released from District/Building directed activities occurring during (a) & (b) above.
  - ii. Nurses will receive additional days beyond (a) & (b) to be used between August 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: 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.

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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 Section 7.8, 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.

### **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 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 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.

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### 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

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 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 will at his/her discretion, 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 Contact 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.

### 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 District paid options, including but not limited to:

1. One day (7.5 hours) per diem time for preparation of instructional material



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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.

### **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.

C. All FTE .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.

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 offered an interview if they meet the certification and the specific requirements of the position as listed in the vacancy announcement. 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

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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. Applications for internal transfers will be accepted 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.

### **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.

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- 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 involuntarily-transferred employees will be given 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 Section 4.11 (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.

### **Section 4.10 – Job Sharing**

- A. Job sharing shall refer to two (2) employees sharing one (1) full-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).

## ARTICLE IV – EMPLOYEE RIGHTS

- 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.
- C. Job sharing assignments shall be filled only by employees who have jointly agreed to work together.
- 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.
- 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.

### **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. 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.

### **Section 4.12 – Involuntary Transfer for Building Closure**

- A. In the event of an anticipated building closure, the following involuntary transfer process will be implemented.
- B. The District shall notify the Association and affected employees of the impending closure no later than May 15 of the year preceding the closure.

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- C. The employee with the greatest seniority within that elementary building, secondary curricular area, or special program shall have first choice of available positions in his/her current content area for which he/she is qualified.
- D. The District and Association shall agree to the list of open positions before releasing the list to the employees and before posting these positions. Should additional positions become available before the actual selection, the Association shall be notified and the positions will be added to the list.
- E. Employees will be notified of all open positions as early as possible prior to the end of the school year. The employees shall be allowed three days to consider the available positions. The District shall contact each employee in order of seniority. The employee will select from the available positions.
- F. Employees in specialized positions, where there may be limited opportunities for selection, shall be placed in positions on a case-by-case basis based on their qualifications. These positions may include, but are not limited to, art, technology, library, and counseling. Employees teaching music shall be placed using current District practice.
- G. For the purpose of involuntary transfer caused by a building closure, the seniority of the employee who, in the immediately preceding twelve months, had a leave replacement contract which was changed to provisional or continuing status, shall be considered to have less seniority than any employee in that elementary building, secondary curricular area, or special program.
- H. In the event that two or more employees had a leave replacement contract which was changed to provisional or continuing status, their seniority shall be determined as defined in Section 7.8.C.1 and 2.

## ARTICLE V – LEAVES

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#### Section 5.1 – Leave for Illness, Injury and Emergencies

- A. Each employee under contract with the District shall be granted twelve (12) days sick leave for illness, injury and emergencies as defined herein.
- B. Sick leave accumulated by an employee while employed in a certificated position in any school district in the state shall be granted to such person upon employment in the District, provided such accumulated sick leave is verified by the previous employer(s).
- C. Compensation for sick leave shall be the same as the employee's regular rate.
- D. The District shall administer a leave sharing program as authorized by Chapter 392-126 WAC.
- E. Any sick leave not taken shall accumulate from year to year unless the employee elects to be paid for some accumulated sick leave under the Attendance Incentive Program as provided by the following:
  - 1. In January any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four days for every one day's monetary compensation; PROVIDED that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one day per month;
  - 2. At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four days accrued leave for illness or injury. No more than 180 accrued sick leave days shall be eligible for conversion.
- F. Any time an employee is absent in excess of five (5) consecutive working days, certification must be provided by a licensed healthcare provider that the 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 licensed healthcare provider that any additional use of sick leave is due to illness or injury.
- G. Employee

Employees may use sick leave when they are unable to attend work because of illness or injury.

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### H. Child

1. Employees may use sick leave for the illness of their child under the age of 18 that requires supervision or medical treatment. Any absence in excess of five (5) days will require certification from a licensed healthcare provider.
2. Employees may use sick leave to care for children over 18 who are incapable of self-care because of mental or physical disability. Incapable of self-care means that the individual requires active assistance or supervision to provide daily self-care in several of the activities of daily living. This includes activities such as grooming, bathing, dressing, cooking, cleaning, shopping, paying bills, eating, etc. Any absence in excess of five (5) days will require certification from a licensed healthcare provider.

### I. Other Family Members

1. Employees may use sick leave to care for a child, spouse, domestic partner, parent, parent-in-law, 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. The District may require the employee to furnish evidence that no alternative to the employee's absence is practicable.
2. Serious health condition means an illness, injury, impairment, or physical or mental condition that involves any period of incapacity or treatment connected with inpatient care in a hospital and the like. It also includes the period of incapacity or subsequent treatment or recovery in connection with the inpatient care as long as it includes any period of inability to work, attend school or perform other regular daily activities.
3. Emergency condition means a health condition that is a sudden, generally unexpected occurrence related to health that demands immediate action, and is very short term in nature.

J. 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 licensed healthcare provider's validation of illness provided the Board acts to give advance notice that this provision will be implemented during a specific time.

K. Experience credit for determining salary schedule placement and seniority shall be the same as the experience credit the employee would have received had such person not taken sick leave.

L. Any employee returning from taking sick leave shall be assigned to the same position held at the time the leave commenced, or if such leave extended from one (1) school year into the subsequent school year and that position is no longer available, such employee shall be assigned to an equivalent position.

## ARTICLE V – LEAVES

### Section 5.2 – Discretionary Leave

- A. Three (3) days of discretionary leave with pay per year shall be available to all employees for any reason.
- 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:
  - 1. Legal affairs that cannot be conducted at another time.
  - 2. Situations created by forces of nature having significant deleterious effects upon the employee's property, health, or family safety.
  - 3. Pre-adoptive leave.
  - 4. Birth of an employee's child.
  - 5. Funerals not covered by bereavement leave.
  - 6. Non-injury accidents when employees are en route to work.
  - 7. Failure of a public transportation carrier to meet a regularly scheduled operation.
  - 8. Educationally significant events that involve the employee or student within the employee's care, e.g., graduation.
  - 9. Employee's observance of a bona fide religious event based on the tenets of his/her own faith.
- C. The procedures for obtaining such leave are as follows:
  - 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.
  - 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.
- D. In an effort to provide employees flexibility regarding the use of discretionary leave, 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 they will be lost. The carry forward days are not eligible for cash out. Except for the days which can be carried forward into the following year, discretionary leave is noncumulative. Employees will be



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electronically notified of the opportunity to “roll over” 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.

- 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 Section 7.1.K).
- 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 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.

### **Section 5.3 – Extended Health Leave**

- A. An employee who is unable to perform his/her duties because of a serious health condition may be granted a leave of absence up to one (1) school year beyond the school year in which leave began whether through use of available paid leave or unpaid leave. A portion of the Extended Health Leave may include time designated as Family Medical Leave under the FMLA and/or Washington Family Leave Act. Additional leave beyond one (1) calendar year may be granted in unusual circumstances by mutual agreement of the District and the Association. The employee shall have the option of using eligible paid sick leave or may take unpaid leave under FMLA.
- B. The District will require certification by a licensed health care provider that the health reason is valid and will also require that the employee present a written release for return to duty by his/her licensed health care provider before returning to active service.
- C. Application for such leave shall be made in writing to Human Resources, and submitted in advance of the commencement of the Extended Health Leave whenever possible.

### **Section 5.4 – Maternity/Parental Leave**

- A. A maternity leave without pay shall be granted to any employee because of medical disability due to childbearing, as verified in writing by the employee’s licensed health care provider, for

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the period the licensed health care provider verifies the employee is disabled due to childbearing.

- B. All or any portion of a maternity leave taken by an employee because of a medical disability, may at the employee's option, be charged to her available sick leave for the period the employee's personal licensed health care provider certifies in writing that the employee is disabled due to childbearing.
- C. Employees eligible for parental/child rearing leave under the Washington Family Leave Act, may take up to twelve (12) weeks parental leave following the birth of a child. Sick leave may be used by the parent only for that portion of parental leave when the parent is disabled due to recovery from childbirth as certified in writing by the parent's personal licensed health care provider. If the child is born more than twelve (12) weeks before the end of the school year, the employee may elect to take an optional parental leave of absence without pay for the purpose of child rearing for any portion of the remaining school year. If the child is born less than twelve (12) weeks prior to the end of the school year, the employee may elect to take an optional parental leave of absence without pay for any portion of the remaining school year or for the balance of the remaining school year and for any portion of the following school year if so requested in writing by June 1.
- D. If an employee is on an unpaid parental leave of absence and does not qualify for FMLA, the employee must work a minimum of half of the school days in the month of June in order to receive district benefits for the time period beginning July 1 through September 30.
- E. A parental leave may be granted for adopting or receiving permanent custody of a child through the age of five (5). The leave may commence at any time during the first year after receiving de facto custody of said child, or prior to receiving custody if necessary in order to fulfill requirements for adoption.
- F. 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.
- G. Early return from leave: An employee who has been granted maternity or parental leave and desires to return to service during the period of the leave may return at a time mutually agreeable to the employee and the superintendent or designee.
- H. Reemployment rights: Assignment upon return from maternity or parental leave shall be guaranteed and shall be into the employee's former position, if available, or if not available, at least an equivalent position. Such employee shall retain all rights, seniority and benefits commonly afforded employees on leave without pay, including those under the continuing contract statutes.

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- I. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, unless her health care provider determines she is unable to properly perform her required duties.

### **Section 5.5 – Bereavement Leave**

- A. Up to five (5) days bereavement leave may be granted in the event of a death in the immediate household or immediate family. In the event of death of the employee's child, spouse, or domestic partner, up to ten (10) days bereavement leave may be granted. Bereavement leave of one (1) day will be granted for members of the extended family and/or a close friend.
- B. Definitions
  1. Immediate Household – All people living in the same family unit, not necessarily related.
  2. Immediate Family – Husband, wife, parent, child, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparent, or grandchild.
  3. An employee's domestic partner and his/her relatives will be considered on the same basis as a spouse or spouse's relatives for purposes of this section.
  4. If an employee is a guardian of an individual, the "ward" will be considered on the same basis as a spouse or child.
  5. Extended Family – Niece, nephew, aunt, uncle, cousin or close friend.
- C. Employees may be granted up to two days paid bereavement leave for travel time if needed.
- D. Employees may be granted up to three (3) days in situations in which the attending physician or licensed practitioner deems that death is imminent for a member of the employee's immediate family. These days may be used in addition to the days granted above.
- E. Bereavement leave shall not be cumulative and may not exceed 13 days per year; any exception must be approved through Human Resources on a case by case basis. In the event additional days are needed for bereavement leave, the employee may use accumulated sick leave.

### **Section 5.6 – Leave to Serve as an Elected Public Offholder**

Employees are encouraged to exercise their rights in a full range of citizenship activities. With three (3) weeks' notice, an employee may be granted up to four (4) weeks of continuous leave without pay or benefits for the purpose of campaigning for his/her own election. A successful candidate to a public elective office which would require absence from his/her normal employee contractual obligations will be granted leave without salary or benefits during the leave period.

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### **Section 5.7 – Jury Duty or Subpoena Leave**

Leaves of absence shall be granted for jury duty or when subpoenaed as a witness. The employee shall notify the District when notification to serve on jury duty or as a subpoenaed witness is received.

### **Section 5.8 – Military Leave**

The District will comply with current state statutes, including RCW 41.26.520, RCW 38.40.060, and the federal Uniformed Services Employment and Reemployment Rights Act, US Code, Title 38, Chapter 43, as amended from time to time.

### **Section 5.9 – Professional Leave**

- A. With the approval of the superintendent's designee, paid professional leave may be granted for up to seven (7) days per year. Additional days must be approved by the assistant superintendent of Human Resources. When necessary, the District shall provide guest teachers to perform the duties of employees who have been granted professional leave.
- B. Should an honoraria or stipend be provided to the employee for attending the educational meeting, payment will be given to the District to offset the costs of the expenses and a guest employee. Any excess will be retained by the employee.

### **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.

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### Section 5.11 – On-The-Job Injury

- A. All employees covered by this agreement shall be covered by the Washington State Workers' Compensation Law, self-insured by the Kent School District. The cost of the industrial insurance and Medical Aid coverage will be borne by the employer. The cost of the Pension Fund will be shared equally by the employee and the employer in accordance with the Workers' Compensation Law.
- B. A job related injury is one which is sustained on or off District property by an employee performing services required by the District. The District shall provide Workman's Compensation coverage in compliance with state law. An electronic link to the State Labor and Industries website will be posted on the Risk Management webpage accessible through the District's StaffLink.
- C. Whenever an employee is absent from employment and unable to perform duties as a result of a personal injury sustained in the course of employment, said employee shall be entitled to use accumulated sick leave. In the event the employee acquires Industrial Insurance Benefits in the form of time-loss payments, the employee shall have the option of using sick leave on a pro rata basis so that the combination of time-loss payments and sick leave benefits will equal the employee's regular salary (under no combination of the above shall an employee be paid greater than their current salary amount). While an employee may lawfully elect not to file a worker's compensation claim and instead utilize full accumulated sick leave. The district will not promote, encourage, discourage or advise employees in any way to exercise this option.
- D. Upon exhaustion of sick leave, said employee shall be entitled to leave without pay (except for any Workman's Compensation Award) for the balance of the time documented by the employee's licensed health care provider. Upon verification by a licensed health care provider of the employee's ability to return to light duty, the employee shall be so assigned, by the District Risk Management in consultation with Human Resources and the employee, if such light duty is, in fact, available. Upon verification by a licensed health care provider of the employee's ability to perform the essential functions of the employee's job with or without reasonable accommodations, the employee shall be returned to regular duties
- E. In the case of assault that qualifies as a job-related injury, the District will provide and Human Resources will coordinate critical incident services under the Employee Assistance Program support to assist the injured employee, including assistance in identifying and accessing other resources which may be available to the injured employee under the State and/or Federal Law, including the Crime Victims Compensation program and Domestic Violence Leave.

### Section 5.12 – Other Leaves

- A. Leaves of absence, either full-time or partial, without pay, which are in the best interest of the District may be granted to employees for up to one (1) year period for the purpose of study, travel, recuperation, teaching in another school district, working in a professionally related

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field or other approved activities. Such leave may also be granted for job-sharing assignments, subject to the provisions of Section 4.10 (Job-Sharing).

- B. The District may grant a leave of absence, either full-time or partial, to employees to assume an educational assistant position. During the leave, the District shall make salary payments to, and insurance contributions on behalf of, the employee as if he/she were not on leave of absence. In addition, any credit for state retirement shall be granted on the basis of the rules and regulations as governed by that system.
- C. Leave of absence without pay from the bargaining unit may be granted to certificated employees for temporary administrative assignment.
- D. Leaves for study, travel, teaching in another school district, or working in a professionally related field must be requested in writing on or before June 1.

### **Section 5.13 – Short-Term Leave Without Pay (LWOP)**

#### **A. Purpose**

The District and the Association recognize that employees are committed to meeting the needs of their students, public, and colleagues. They also recognize that employees may at certain times have personal or family needs, or professional opportunities to broaden or enhance their job skills which may conflict with job responsibility. To resolve these conflicts, the parties hereby establish a collaborative process to accommodate an employee's need for leave without pay.

#### **B. Exhaustion of or Inability to Use Discretionary Leave**

In the event an employee has exhausted discretionary leave and/or the employee is unable to use discretionary leave, opportunities will be made available for employees to utilize leave without pay given the following conditions:

1. The leave of absence must meet a unique need or special circumstance for one of the following reasons:
  - a. Extraordinary opportunity for travel
  - b. Classes or professional training
  - c. Job interviews
  - d. Religious reasons (includes religious holiday)
  - e. Personal growth experience
  - f. Family obligation or celebration
  - g. Family hardships not covered by paid leaves (including illness)

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2. The request for leave without pay shall be made to the employee's principal/supervisor no later than five (5) school days in advance of the first day of absence. In the event of an emergency or an extraordinary situation, the employee shall attach a complete explanation of the request. The principal/supervisor signature on the absence form indicates an awareness of the request but does not imply approval.
3. The total leave without pay and discretionary leave absences shall not exceed 15% absences in a building on any school day, with the exception of 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. On those days the limitation shall not exceed 10%. The limitation shall be administered on a first-come, first-serve basis at the building level.
4. An individual employee shall have the opportunity for leave without pay for a total of ten (10) days in a five (5) year period provided that leave without pay is limited to a total of five (5) consecutive days absence. In the event the District designee agrees an extraordinary situation or emergency exists, the five (5) day limitation may be waived.
5. Use of leave without pay for extraordinary trips or travel is limited to twice in any five (5) year period.
6. Payroll deduction: Leave without pay shall be deducted at one day of the employee's base contract for each day of absence. Payroll shall make the deduction using the established payroll cutoff dates.
7. A joint committee of two (2) KEA and two (2) District members shall be formed for the purpose of hearing an appeal of a denied leave without pay request.

### C. Exhaustion of Sick Leave

For reasons valid under the conditions specified in this collective bargaining agreement for sick leave, anyone who exhausts sick leave will be granted leave without pay due to the exhaustion of sick leave. The stipulations of the bargaining contract apply regarding licensed health care provider verification, etc.

### **Section 5.14 – Leave Provisions**

- A. All leaves of absence for a period of one (1) year or more must be requested in writing to human resources and shall require approval of the Board of Directors.
- B. Leaves of less than one (1) year without pay may be approved and granted by the Superintendent or designee.
- C. Leaves not requiring approval of the Board of Directors will require that the employee submit a "Reason for Absence" form upon return to service. Forms shall be provided by the District for this purpose. The forms shall not be in conflict with the terms of the Agreement.

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- D. An employee on Maternity/Parental Leave, or a Leave for Study shall not be denied the opportunity to be placed on the guest teacher list, except to the extent limited by the employee's health care provider for an employee on Maternity/Parental Leave due to the employee's own serious health condition.
- E. While on a leave of absence, the employee shall have the option to remain an active participant in fringe benefit programs by contributing thereto the amount required, but with no District contribution.
- F. Reemployment Rights

Assignment upon return from leave without pay shall be guaranteed and shall be into the employee's former position if required by law or if available. If the position is not available, an equivalent position will be provided. Such employee shall retain all rights, seniority and benefits commonly afforded educators on leave without pay, including those under the continuing contract statutes.

- G. Early Return from Leave

An employee who has been granted maternity or parental leave and desires to return to service during the period of the leave may return at a time mutually agreeable to the employee and the superintendent or designee.

### **Section 5.15 – Family and Medical Leave**

- A. In accordance with the Family and Medical Leave Act (P.L. 103-3) and in addition to any other leave provisions in this Agreement, every eligible employee shall have the right to take up to a combined total of twelve (12) weeks of leave without pay per school year in connection with: (1) the birth and first year of care of a child; (2) the adoption or foster parent placement of a child; (3) the serious health condition of an employee's spouse, child, or parent; and (4) the employee's own serious health condition. When medically necessary, leave may be taken intermittently or on a reduced leave schedule (a leave schedule which reduces the number of hours per workday). The taking of leave intermittently or on a reduced leave schedule shall not reduce the total amount of leave to which the employee is entitled.
- B. An employee shall be eligible to use the provisions of this section if the employee was employed 1250 hours or more during the immediately previous school year.
- C. A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves continuing treatment by a health care provider or inpatient care in a hospital, hospice, or residential medical care facility. A "parent" means a biological parent or de facto parent. A "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is (1) under 18 years of age; or (2) 18 years of age or older and incapable of self-care because of a mental or physical disability.



## ARTICLE V – LEAVES

- D. While an employee is on Family and Medical Leave, the District and the employee shall continue to make their respective contributions to the employee's benefits so that the employee shall continue to receive benefits just as if the employee were not on leave.
- E. When foreseeable, the employee must provide 30 days' notice of the date when the leave is to begin, unless circumstances dictate otherwise, in which case the employee shall provide such notice as is practicable.
- F. The District may require the employee to provide certification from employee's health care provider, or a family member's health care provider as to: (1) the date that the condition commenced, (2) the duration, (3) the necessity for the employee's leave, and (4) the employee's inability to perform his/her job functions. Upon return to the work, the District may require the employee to provide certification from his/her health care provider that the employee is able to resume work.

## ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

### ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

#### Section 6.1 – Provisions Governing Employees’ Salary Schedule

##### A. General Condition

Each employee’s salary for the current school year shall be determined by the employee’s placement on the Kent Employee’s Salary Schedule developed in compliance with the state salary schedule and the allocation determined by the legislature, and the Supplemental TRI Schedule described in Section 6.4.I. The salary schedule and the Supplemental TRI Schedule are attached as Exhibits G-1 and G-2. Prior to September 1 each year, parties shall reopen bargaining on Exhibit G-2 for the ensuing school year.

##### B. Compliance

It is the intent of the parties to comply with the limitations imposed by RCW 28A.400.200 and the State Budget. No provisions of the Agreement shall be interpreted or applied so as to place the District in breach of the salary limitations imposed by state law or subject the District to state funding penalty.

##### C. Salary Placement

Employees shall be placed on the salary schedule and the Supplemental TRI Schedule according to:

1. Criteria established by the State Law, WAC and as further specified in the annual SPI reporting guidelines for the S-275 report, and
2. Certification, degree, official transcripts, and experience verification on file as of the date of issuance of the individual employee contract. Adjustments will be made as per D, below.

##### D. Advancement

1. No advancement on the salary schedule shall be made until the appropriate documentation (certification, degree, official transcripts, and experience verification) is registered in Human Resources.
2. Any returning employee planning on advancement for the ensuing school year must:
  - a. Have all necessary course credit or experience completed on or before October 1 each year for advancement credit for that school year, and
  - b. Have appropriate documentation submitted to human resources prior to November 1 each year for advancement credit for that school year. Salary advancement shall not be credited any later than November 1 of the fiscal school year, unless the employee can produce evidence that the circumstances were beyond his/her control.

## ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

3. All new hires must have appropriate documentation of all course credit, including clock hours, and experience registered in Human Resources within ninety (90) calendar days of their first day of work in order for the credit and/or experience to be applicable to the current year salary, unless the employee can produce evidence that the absence of the documentation is beyond his/her control. Documentation received after the cutoff date will be applicable for the following school year in accordance with the terms and conditions of the applicable collective bargaining agreement.
4. Advancement shall further be in accordance with criteria established by the State Law, WAC and as further specified in the annual SPI reporting guidelines for the S-275 report.

### E. Salary Overpayment

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.

## **Section 6.2 – Commitment, Completion, Longevity, and National Board Certification Stipend**

### 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

## ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

MA+45, Steps 10-16	\$2,600
MA+90 or PHD, Steps 10-16	\$2,600

### 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.

### 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

### 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. Should a National Board Certified employee be assigned to a high poverty building population, in accordance with WAC 392-140-973, that National Board Certified employee will receive an additional stipend of 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.

## ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

3. 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 15 of the current school year in order to be paid their stipend and reimbursed for their application fees.

### E. ProTeach Certification

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

### 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.
Any ESA	Board Certified Behavior Analyst
*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.

## ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

### 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 = \$154
2. Half day = \$88
3. Extended half-day (5 hours) = \$110
4. Full-day without planning period = \$176
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.
6. In-service opportunities designated by the District for pay for guest teachers will be compensated at hourly rate of (half-day pay ÷ 4).
7. 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.
8. 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.
9. Retired certificated teachers who worked for KSD at the time of retirement shall be paid an additional \$10 per full day worked as a daily regular guest teacher as defined in Section A.1.

C. Conditions

1. An assignment of four (4) or less hours per day shall constitute a one-half day assignment. Any assignment greater than five (5) hours shall be considered a full-day assignment.

## ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

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. 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 Section 6.8 (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. The District shall conduct an optional staff development for guest teachers. The purpose of the staff development is to 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.
7. 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.
8. 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.
9. 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.
10. 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:

## ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

- 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.

11. 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 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 Section 6.2.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.



## ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

- 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 Section 6.2.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:

## ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

1. Sections 4.7 and 4.8;
2. Article V;
3. Sections 6.8, 6.9, and 6.10;
4. Sections 7.4 and 7.8; and;
5. Article VIII.

### Section 6.4 – Extra-Curricular/Extra-Duty Pay

#### A. Supplemental Contracts for Extracurricular Assignments

1. Extra-curricular and supplemental assignments shall be provided on a supplemental contract pursuant to Section 4.6.C.1.
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:

#### **HIGH SCHOOL**

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

#### **MIDDLE SCHOOL**

Activity Coordinator	\$2,625
Annual	\$1,890
Drama	\$1,890
Newspaper/Electronic Media and Bulletins	\$1,890
Band	\$2,835
Jazz Band	\$2,100
Orchestra	\$2,100
Vocal Music	\$2,100

## ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

### **ELEMENTARY**

Band	\$2,730
Stipend to cover seven (7) evening events/festivals, distribution and maintenance of instruments	
General Music	\$1,224
Stipend for out of contract day performances	
Orchestra	\$2,730
Stipend to cover seven (7) evening events/festivals, distribution and maintenance of instruments	
Outdoor Education	\$2,625
Stipend to be divided among employees involved in planning and attending camp	
ESA Workgroup Lead	\$2,100
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.	

### **B. 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 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 twelve (12) months of the contract year.

## ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

### 4. Curricular Leader Duties

- a. Maintain department budget
  - i. Submit requests for purchase requests
  - 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. Organizing and disseminating materials
  - 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.
- e. Provide team leadership
  - i. Facilitate team meetings
  - ii. Ensure recording of meeting minutes
  - iii. Lead curricular initiatives specific to their department (will not be required to go to trainings outside of their classroom assignments)
  - iv. Support department professional learning community(s)
  - v. Help orient new employees to their jobs within department
  - vi. Help colleagues with school-related problems or questions
  - vii. Facilitate development and monitoring of department's School Improvement Plan
- f. Act as a liaison
  - i. between team and building administrators
    - Attend building curricular leader meetings
    - Advocate for the needs of students and staff in the department
    - Communicate information from meetings back to team members
    - Advise principal of problems or needs within the department
  - ii. between team and district

## ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

- Attending district-level curricular leader meetings
  - Communicate information from meetings back to team members
  - iii. between the department and other departments
    - Communicate information from meetings back to team members
  - g. Assist with master schedule and assist in recommending staff assignments
  - h. Be invited to interviews for positions within department
  - i. Assist with placement of student teachers
  - 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. Meetings outside the contracted work year are optional
    - 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. 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
  - l. In consultation with the building administrator, persons sharing the position will determine an equitable workload
5. Special Education Department Curricular Leaders
- a. Transition activities (middle to high school & elementary to middle)
    - i. Review IEPs of incoming students
    - ii. Coordinate with counselors to determine classes students will need
  - b. Registration & Scheduling
    - i. Communicate with registrar and assist with registration of SE students
    - ii. Work with psychs and counselors to place incoming SE students
    - iii. Schedule of students into classes throughout the year
  - c. Caseload Management
    - Assist with assignment of students to caseload and consult with receiving employees

## ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

### d. Data and Assessment

Assist in determining MSP, HSPE and DAPE lists and accommodations for SE students (in the fall and spring).

### e. Accommodations

- i. Facilitate a building process for consistent and effective distribution of individual student IEP accommodations
- ii. Plan for implementation of accommodations during testing

## 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

### 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 appropriate to their ELL level/placement
- iv. Work with counselors to place incoming ELL students
- v. Schedule of students into classes throughout the year

### c. Caseload Management

- i. Assign students to caseload
- ii. Process, cross-check, and submit the ELL count monthly (state data) to Data Processor
- iii. Coordinate scheduling ELL para-educators in the building
- iv. Manage individual ELL building files.
- 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 lists for ELL students

## ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

- ii. Plan for accommodations during testing
  - iii. Administer and coordinate the administration of the state ELL assessments annually
  - iv. Coordinate / oversee distribution of parent notification letters
  - e. Title III point person for Title III programming/extended learning
7. Payment for the curricular leader duties shall be at the stipend rate listed below:

<b>Employee FTE Responsibility</b>	<b>Stipend</b>
12.0 or more	\$4,942
10.0-11.9	\$4,119
8.0-9.9	\$3,296
6.0-7.9	\$2,472
4.0-5.9	\$1,649
0-3.9	\$1,098

8. The procedure for payment shall be as follows:
- 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.
  - 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. Services Paid at Per Diem

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

- 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.
- 2. Attendance at workshops approved in advance by the District for payment.
- 3. Services performed in District-approved curriculum development.
- 4. Services performed as District-approved elementary project leader.
- 5. Services performed as support specialists for a period not to exceed twenty (20) consecutive days.

## ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

### D. Additional Classes

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.
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.

### E. Additional Days:

Payment for additional days, pursuant to Section 6.C.2, for employees under regular contract, psychologists, secondary counselors, secondary librarians, elementary librarians, vocational employees, and curricular leaders shall be at each employee's per diem, at a rate of one day of the employee's base contract of the annual salary for each additional day.

### F. 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.

### G. Class Coverage

1. 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.



## ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

2. 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.
  3. When an elementary classroom does not have an assigned substitute (guest teacher), an elementary principal (or designee) may assign elementary classroom teachers or specialists to cover a classroom on a rotating basis created and posted at each building. Elementary class coverage will be reimbursed at per diem for any missed planning period and at \$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.
  4. 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 \$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.
- H. The District and Association believe that the most powerful way to affect improvement in student learning is for the school staff, parents, and community members to be involved in developing a building plan to improve student learning at their school. To that end the parties request that once a building plan is developed, that groups within the building, and/or individual staff members in the building make their decisions or choices for the use of effective education days in support of or consistent with the building plan.
- I. Time, Responsibility, and Incentive Compensation (TRI)
1. The District recognizes that employees work many hours beyond the contracted work day. Per RCW 28A.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:        fifty-two (52) days for 2016-17

## ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

2. Days referred to in subsection 3 and 4 shall be deemed done. Payment for these days will be spread evenly over twelve (12) months (see Exhibit H-2 (Supplemental TRI Schedule) for annual amount).
3. 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.

Forty-four (44) days for 2016-2017

4. Workshop Days: There will be four (4) mandatory days in the Certificated Employees Working Calendar identified in Section 7.9.

These mandatory 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 (7 hours employee directed).

Workshop days must be worked in their entirety. The distribution of time on the workshop days above will be considered a trial for the 2016-2017 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. Employees may use the leave described in Article V on these days.

5. Principal Effective Education: There are four (4) days of Principal Effective Education (PEE). Twenty-seven (27) hours 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.

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

## ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

eleven (11) hours will be provided. The list 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 secondary school certificated staff, seven (7) hours of the twenty-seven (27) hours will be specifically designated to compensate all secondary employees who act as advisors. For the remaining 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.

### J. New Employees

1. Three (3) days will be available employees new to the education profession holding three-year provisional contracts and without any prior educational experience to attend the District's new employee's workshop.
2. 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.
3. 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.

### K. IEP Stipend

1. In recognition of the extra time required for the development of IEPs, a \$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 three (3) hours at per diem for each initial and/or annual IEP (not amendments) over caseload guidelines.
2. For employees receiving new students whose IEP is already overdue, the IEP team will have up to thirty (30) calendar days from the students first day in the classroom to complete a current IEP.
3. 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. 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.

## ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

4. 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.

### **Section 6.5 – Payroll Deductions**

The District shall continue the existing payroll deductions as authorized by the individual employee.

### **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

## ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

receipt in payroll of notification from the building principal of completion of the assignment.

### C. Timesheets

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 the employee will be paid in the next possible pay warrant.

### **Section 6.7 – Tax Sheltered Annuities**

The District shall permit payroll deductions for tax sheltered annuity programs that have been endorsed by the District. However, the District shall not discontinue any existing tax sheltered annuity programs without the consent of the Association. Licensed agents may not contact staff members during working hours. An employee, but not a group of employees, may meet with an agent on school premises outside the employee's workday.

### **Section 6.8 – Travel**

- A. Any employee authorized to use his/her personal car on District business shall be compensated at the rate established by the Federal IRS allotment. The mileage shall be authorized and validated by the employee's immediate supervisor.

## ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

- B. Employees shall not be required to use their own personal vehicles for transporting students on District business.

### **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 H-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 H), 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:

## ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

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.
  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.

### **Section 6.10 – Teacher Assistance Program**

- A. The Teacher Assistance Program shall be conducted in accordance with this Agreement and in conformity with Chapter 392-196 WAC.
- B. Selection of Beginning Employees and Mentors

Mentors will be selected by district administrators, including principals and/or supervisors, in conjunction with classroom teachers representing the bargaining unit. Each mentor selected for the program must:

1. Be a proficient teacher based on his or her evaluations.
2. Hold a valid professional, continuing, or standard certificate.
3. Agree to attend scheduled workshops.
4. Meet the criteria specified in the legislation (WAC 392-196).

Both mentors and beginning teachers who participate will do so on a voluntary basis.

- C. Program Evaluation Responsibilities of the Mentor

The only evaluation required of either the beginning teacher or mentor teacher will be the state's required program evaluation. Copies of this evaluation will be made available to the District and the Association. Neither the beginning teacher nor the mentor shall be involved in the evaluation of another staff member. Other than full-time mentors, the mentor shall not

## ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

be evaluated on his or her performance as a mentor. The Association shall be involved in any District evaluation of the Teacher Assistance Program for the SPI.

### D. Compensation for Participation

Beginning teachers and mentors will be paid for fifteen (15) hours at their per diem rate (see Section 6.4.J.2) for participating in the KSD Mentor Program in addition to their regular salary. Mentor teachers will hold a district-wide caseload average of not more than 1:20 new teachers as long as the BEST grand funds this ratio.

### E. Release Time

The mentor and beginning teacher shall be allocated at least the minimum amount of release time set by the state to facilitate the program.

## **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:

- A. The employee's salary placement will be calculated based on current state salary placement criteria.
- B. The employee's salary placement will then be calculated based on up to sixteen years of verified experience.
- 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.
- 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.



## ARTICLE VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

### ARTICLE VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

#### 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 ½) hour workday either immediately before the start of the student day or immediately after the students are dismissed (see subsection C.2 below).

##### 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 employee's total instructional time shall not exceed two hundred ninety (290) minutes per day. All secondary employees shall have at least one period of preparation time each instructional school day.
2. The elementary employee's total instructional time shall not exceed two hundred ninety (290) minutes per day. All intermediate 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 employee shall also have an additional twenty-five (25) minutes of duty-free planning time within the seven and one-half (7 ½) 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.
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 ensure the safety and appropriate behavior of students.

## ARTICLE VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- 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.

- E. Elementary Student Recesses 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 combined total of forty (40) minutes. Students in grades K-6 will receive no fewer than twenty (20) minutes as a lunch period.

- 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.

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

- 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.

- 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

## ARTICLE VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

of twelve (12) meetings per year. The building administrator may choose to schedule fewer meetings.

2. A total of an additional 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. 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.

### J. Alternate Calendar/Late Arrival Days

See Memorandum of Understanding in Exhibit K-1 regarding the calendar for Late Arrival Days.

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

## ARTICLE VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

on Late Arrival Days and will use the day for professional collaboration with the team members.

- 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 scheduled, any employee having previously taken sick leave or discretionary leave will have it reinstated.
- L. Any dismissal for kindergarten roundup and/or the last day of school shall be made up through an extended learning experience(s), provided any kindergarten teacher electing to participate in said extended learning experience shall be compensated for an additional half day at their per diem rate of pay.

### 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 subsection 1 above, a part-time employee is not eligible to add an additional position at the 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.

### Section 7.2 – Workload

The District and Association recognize the value of lower class size in meeting student growth goals. The District will attempt to keep the class size as low as possible. The parties agree, acknowledge, and accept that the uncertain nature of school funding; the under-funding of the basic education and other state programs; and unfunded compensation for certificated personnel may result in the future in a reduction of instructional positions and that the result of such a

## ARTICLE VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

possible reduction may well result in increased class size averages. The District will make a good faith effort to equalize the class size/workloads for within all employees and work groups.

### A. Class Size

1. Class size adjustment dates for all levels:
  - a. At the beginning of the school year, principals will make adjustments to meet class size levels, as stated below, as soon as possible but no later than September 15.
  - b. At the beginning of the second semester, principals will make adjustments to meet class size levels, as stated below, as soon as possible but not later than the first seven (7) days of the semester.
2. The principal or his/her designated administrator will work to minimize or eliminate overload conditions on an on-going basis. Teachers will notify their principal when they reach overload status. The principal will then initiate the following procedure for any employee whose class size exceeds the stated limits:
  - a. Step 1: Within three (3) school days, upon reaching overload status, the principal or a designated administrator and the affected teacher shall meet to discuss class size concerns.
  - b. Step 2: The building principal or a designated administrator shall address the issue as soon as possible but no later than three (3) school days from the date of the meeting to address the class size concern according to the options listed below. If the affected teacher and principal cannot come to an agreement, the class size concern shall be referred to the superintendent or designee for resolution by the end of the third day. The superintendent or designee will notify the principal and teacher of the resolution within three (3) school days.
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:

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

Grades 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 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 periods (with the exception of advisory period). Health classes are academic and are not an exception.

## ARTICLE VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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 Section 7.2.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 the 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 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.
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:
  - a. Balance classes
  - b. Create additional sections
  - c. In elementary schools, overload relief pay (see tables in subsection 6 below).
  - d. In secondary schools, provide class size and daily enrollment overload relief pay (see tables in subsection 7, below)
  - e. Reassign staff
  - f. Any other creative solution mutually agreed upon in writing by the affected teacher and principal or superintendent/designee
  - g. Create split subject or grade level classes
6. Elementary General Education Overload Relief
  - a. When overload exists on the class size adjustment of dates of September 15th and/or the seventh (7th) 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

## ARTICLE VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

overload, the teacher shall complete and submit documentation for monetary relief to the building administrator.

Elementary Schools – Student Enrollment	Daily Overload Pay (Paid Quarterly)
Grades K-3 24-25	\$20.00
Grades K-3 26*	\$20.00
Grades 4-6 28	\$20.00
Grades 4-6 29*	\$20.00

\*No elementary class shall exceed the student enrollment as stated above, with the exception of P.E. and music as provided in Section 7.2.A.4.

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

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

- c. Overload payments will be calculated starting on the class size adjustment date in each semester or the sixth (6th) consecutive day of overload beginning after class size adjustment date, whichever occurs later, and will be subject to the following conditions:
- Monetary relief will be retroactive to the first day of overload on or after the class size date unless overload continues from the end of the first semester into the start of the second semester.
  - Once a classroom qualifies for overload relief, the relief will be paid for all remaining school days in that quarter.
  - 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.
  - Monetary relief for overload will be paid quarterly in the pay warrant issued for the month following the end of each quarter.

### 7. Secondary General Education Overload Relief

- 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.

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- 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.
- 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 (15) consecutive student days.
- d. Student Exclusion 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.
- 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.
- f. Daily overload will be paid quarterly in the pay warrant issued for the month following the end of each quarter.
- g. For secondary teachers with 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	\$4.00 per student/class starting with the 31st student, plus \$140.00 per quarter if a teacher's daily enrollment is 144-150

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	\$4.00 per student/class starting with the 33rd student, plus \$140.00 per quarter if a teacher's daily enrollment is 154-160 per day

- h. P.E. and Music overload pay will be paid at the rate below:

Secondary Music and P.E. – Daily Student Enrollment for 1.0 FTE	Class Size and Enrollment Overload Compensation*
38 or more students per class, and/or	\$4.00 per student/class starting with the



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daily enrollment of 190 students per day	38th student, plus \$140.00 per quarter if a teacher's daily enrollment reaches or exceeds 190
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\*P.E. and music teachers may choose to take larger classes and total daily class loads without overload pay to accommodate their program needs.

- i. For Secondary teachers with less than or greater than a 1.0 FTE contract, and for P.E. or Music teachers or ESAs who 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 for in the charts below. 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 enrolment overload relief starting at 57	64 students per day and/or enrollment overload relief starting at 61
0.2 FTE (1 class)	33 student per day and/or enrollment overload relief starting at 31	36 student 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 173	192 students per day and/or enrollment overload relief starting at 185

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

8. The building administrator will make a reasonable effort to equitably distribute students eligible for special education services and students eligible for ELL services 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:

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- a. Elementary level – 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 a general education classroom.
    - ii. Music and P.E: Any Special Education student in the program on a regular basis will be counted as a full-time student for the music or P.E. teacher.
  - b. Secondary level – students eligible for special education in a general education and/or IP classroom:
    - i. For purposes in 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 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.
10. Special Education, Specialists, and Educational Staff Associates (ESAs)
- a. 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.
  - b. 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

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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.

- c. 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.

- d. The following are caseload guidelines:

Nurse	1:1500 students
OT	30 students
PT	30 students
SLP	45 students
ELL	90 students
Secondary Counselor	1:400 students/minimum 1.0 FTE per grade level*
	*excluding academy schools
Elementary Counselor/Social Worker or Behavior Interventionist	Minimum 1.0 FTE per school
LINK	1:10 students
Psychologist	1 to 1100 students on a districtwide average; specific assignments will be balanced by taking into account school size and special programs at schools
Teacher-Librarian/Media Specialist	All schools with the exception of academies 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
TOP	12 students
Social Worker	30 students
Preschool /Early Childhood Education	12 IEP students per session, 6 students extended day

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### 1:4 Staff /Student ratio

#### 11. Overload Relief for Special Education 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

- i. Caseload balancing through collaboration with the ESA Lead, administration, workgroup members with lower caseloads and impacted staff.
- ii. Assistant Staff (COTA, SLPA, PTA) to support the certificated therapist.
- iii. Hire more certificated or classified assistant staff

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- iv. 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.
- v. In scheduling school psychologists, the district will make efforts to minimize the number of schools assigned to each psychologist.
- vi. If the District is unable to contract with enough school psychologist 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.
- vii. 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.

- 14. 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 Section 7.8, this section (Section 7.2) will not be applicable.

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### 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.
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) workshop day in January to work on semester report cards. This day (detailed in Section 6.4.I.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. Teleconferences 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) workshop days (detailed in Section 6.4.I.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. Elementary Music and P.E. teachers shall not be required to write comments for report cards.

### C. Special Allocation

1. Each elementary school will be allocated an additional certificated .5 FTE to assist in staffing of K-3 instructional programs.
2. The District shall provide one six-hour clerical assistant for secondary classroom employees per secondary school.

### D. Teacher-Librarians

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.

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### E. Counselors/Social Workers

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.

### **Section 7.3 – School Facilities and Equipment**

- A. 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 one 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 October 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, and 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.

### **Section 7.4 – Professional 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

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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 expectation.

- 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.

### **Section 7.5 – Teacher Exchange**

Teachers may, with consent of the building administrators, exchange their regularly assigned teacher positions for a duration of time mutually agreed to by the participating teachers and building administrators.

The purpose of this exchange shall be for the expansion of teacher experiences in other grade levels and/or subject levels.

### **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 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, Prior to dismissal the supervising teacher shall provide an explanation to the building administrator, the college supervisor, and the student teacher involved.



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### **Section 7.7 – Nondiscrimination/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.

### **Section 7.8 – Layoff and Recall**

#### **A. General Conditions**

- 1. The Board shall determine the educational program and services for the school District based upon the educational goals of the District and the financial resources available. Any determination by the Board that the District's educational program, services and staff must be reduced for the following school year by reason of financial necessity including, but not limited to, levy failure or significant decreased state support, shall be made consistent with the financial resources available and the provisions of this Agreement.
- 2. Priority shall be given to those programs and services in those areas which relate to instruction, health and safety of students.
- 3. The District shall minimize the numbers of employees to be laid off by:
  - a. Reducing the General Fund total fund balance to replace depleted revenue.
  - b. Reducing General Fund expenditure in areas of capital outlay, travel, contractual services, and books and supplies, but not to an extent that would unreasonably impair district operations or instructional programs.
- 4. The District shall not reduce the levels of employees beyond the numbers necessary to remain within the anticipated financial revenues for the following school year.
- 5. It is the intention of the parties that this section be consistent with Section 7.7 (Nondiscrimination/Affirmative Action).

## ARTICLE VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

### B. Employment Categories

The following categories are established to ensure the qualifications of employees assigned to retained positions:

1. Elementary classroom teachers (K-6) including but not limited to instructional coaches, librarians, and instructional technology specialists.

Elementary P.E. teachers

Elementary music teachers

Elementary counselors

2. Secondary school (7-12) subject matter areas or departments. A subject matter area or department is a category defined but not limited to one of the following: science, math, social studies, language arts, music, art, physical education and health, and individual languages (e.g., French, Spanish, and German). Each subject matter area or department represents a category and the specific subject a teacher is qualified to teach must be listed under each subject matter area or department.
3. Support services or other specialties which will include: facilitators (by field of specialty), secondary counselors, secondary librarians, special education personnel (by field of specialty), educational staff associates (by field of specialty), career and technical education (by field of specialty).

### C. Seniority

1. Seniority shall mean total years of certificated experience of the nature eligible for recognition by the District for salary purposes, regardless of whether actually recognized on a given salary schedule (e.g., 20 years but the schedule stops after 16 years).
2. A seniority list will be established for employees on continuing and provisional contracts by February 15. In the event ties exist when preparing the seniority list, the employee(s) having the highest number of credits (including clock hour credits) as recorded in Human Resources for salary purposes as of January 15 of the current school year shall have seniority. If ties still exist, such employee's position on the list shall be determined by drawing lots among the employees who tie. Human Resources will draw lots as witnessed by the KEA President or his or her designee.
3. The seniority list established under subsection C.2 above shall be posted at each school and at the administration offices, and sent to employees on leave and to the Association. Any employee who wishes to challenge his or her placement on the seniority list must file a written notice with Human Resources within fourteen (14) days immediately following the posting of said seniority list. Any such notice shall identify the basis for the challenge. Human Resources shall review all written challenges and shall make such changes as may be supported by information contained in the employee's personnel file. Notification to

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employees filing such challenges and to all employees affected by any changes made shall be given in writing by Human Resources on or before twenty-one (21) days immediately following the initial posting of the seniority list. Any employee adversely affected by any changes made in the seniority list shall have seven (7) days to file a written challenge thereto which challenge shall be made in the same manner as specified for original challenges. Any employee failing to challenge his or her placement on the seniority list within the time limitations specified above shall be deemed to have waived any right to thereafter challenge such placement.

### D. Procedures

#### 1. Procedures for staff reduction

In the event the Board adopts a reduced or modified educational program, the District shall, by April 30, determine, as accurately as possible, the total number of certificated positions by categories necessary for reduction. Vacancies created by retirement, resignations, leaves, discharges, and one-year contracts such as retire/rehire and leave replacement will be taken into consideration in determining the number of available certificated positions prior to the following school year.

#### 2. Retentions and layoffs shall be determined as follows:

##### a. Certification

Prerequisites for retention shall include possession of any valid Washington State Certification with the necessary endorsements as required by statute or administrative code for the position(s) under consideration.

##### b. Selection within employment categories

Certificated employees shall first be considered for retention in their currently assigned category.

##### c. Within the employment categories, retention shall be on a seniority basis, the certificated employees with the greater seniority having preference. Employees who cannot be retained in their current category shall be retained by seniority in additional categories or specialties for which they are qualified.

##### d. Requests for volunteers for layoff within the categories to be reduced will be sent to all unit employees. Volunteers will be laid off first. If an employee volunteers to be laid off, that employee shall be afforded all rights under this Article.

##### e. If an employee is on leave at the time of the layoff, that person will not be exempt from the process. If the employee on leave is deemed to be laid off on the basis of seniority and certification, that employee will become a part of the reemployment pool and may return to active employment when recalled in accordance with the terms of this section.

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3. The staff reduction procedures as herein provided shall be implemented on or before May 15 of the school year prior to the school year in which any staff reductions may be necessary. The superintendent shall take such action as may be required by statute to non-renew or adversely affect the employment contracts of affected employees. Each employee so affected will receive written documentation regarding the reason that they were separated from active employment.

### E. Transfer Due to Reduction of Staff

1. Following the implementation of staff reduction procedures pursuant to subsection D above, each retained employee shall be assigned to an available position within the employment category used as the basis for his/her retention.
2. In the event that it is necessary to transfer any employee from his/her present building the following procedures shall apply:
  - a. All employees in any building having an excess of employees shall be advised by Human Resources of the staff reductions, by employment category, to be made within such building. Employees assigned to such building and who were retained within the excess employment category shall be given the opportunity for voluntary transfer.
  - b. In cases where insufficient voluntary transfers are obtained, employees retained within the employment category having an excess of employees shall be chosen for transfer by seniority, the employee (s) with the least seniority being selected for transfer, unless exempt from involuntary transfer as provided in Section 4.9. The employee (s) selected will be informed by the principal or program manager of the involuntary transfer and provided the opportunity to comment, but shall not be given the option to refuse such transfer.
  - c. In the event that two or more employees within the same employment category are involuntarily displaced pursuant to subsection E.2.b. above, and in the event that there is more than one building in which openings exist, within such employment category, the employee with the greater seniority shall be given his or her choice of building.
3. After displaced employees are assigned, qualified employees in the reemployment pool will be selected and assigned by the District for any positions which subsequently become available, utilizing the provisions of subsection F. below. After all vacant positions have been filled for the start of the school year, the District will fill additional vacancies utilizing the provisions of subsection F. below before giving consideration to requests for transfer as provided in Section 4.8.
4. Every reasonable effort shall be made to insure that stipend personnel suffer no monetary loss as a result of transfer because of reduction of staff.
5. Human Resources shall use its best efforts to make building assignments (at least on a tentative basis) prior to June 30, and to advise retained employees of their building assignments for the following year.

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6. A employee transferred voluntarily or involuntarily because of reduction of staff may apply for a transfer to a specific vacancy that occurs in the employee's original building and will be given priority for the next school year in returning to that original building, provided that such a transfer does not impede the recall of an employee who has been laid off.

### F. Provisions for Reemployment of Laid-Off Employees

1. All employees laid off as a result of the implementation of this section will be placed in a reemployment pool from which they will have priority for reemployment the next three (3) school years.

2. Recall shall be determined as follows:

- a. Seniority

Employees will be recalled in order of seniority for any position in a category for which they hold the necessary certification and/or endorsements.

- b. Certification and/or endorsements

Possession of any valid Washington State Certification, with the necessary endorsements as required by statute or administrative code, required for the position(s) under consideration shall be a prerequisite for recall to that specific position.

- c. In the event an employee is due to be recalled in order of seniority and is eligible due to certification or endorsement to fill more than one open position, that employee may choose from among the openings. If this applies to more than one employee being recalled, those employees shall make their selections in order of seniority.

- d. The employee shall have the right to refuse the first and second offer of employment. Refusing the third offer shall result in the employee's name being placed on the bottom of the rehire list.

3. Any employee wishing to be removed from the reemployment pool for the second and third year shall notify Human Resources in writing between June 1 and June 30 preceding each school year. If such notification is not received, the name of any such individual shall be retained in the pool.

4. Employees not reemployed before the start of each school year, upon request, shall be placed on the substitute employee roster.

5. Any laid-off employee shall, upon reemployment, retain full seniority rights and all other rights as if his/her employment relationship with the District had not been broken, provided, that no additional seniority credit shall be granted for the period of unemployment.

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### G. Employment Notification

1. All laid-off employees shall be responsible for notifying Human Resources of a telephone number and or e-mail address through which they can be reached.
2. Laid-off employees will be contacted by telephone and/or e-mail to be offered reemployment and shall respond within twenty-four (24) hours following the employee's confirmation of receipt of the offer.
3. Employees may notify Human Resources authorizing acceptance or rejection of an assignment on their own behalf.
4. Any laid-off employee may assign his or her proxy to another individual who will then be authorized to accept or reject an assignment on his or her behalf, and will provide written notice to the District which will include the name and contact information of the proxy, and the starting and ending date for the period of time that the proxy will be in effect.

### 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 B and is incorporated by reference.

### 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:

## ARTICLE VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- a. Academic Achievement
  - i. School Success Skills
  - 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

## ARTICLE VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- 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 beyond plan, with consideration of impacts on staffing, and state and local requirement. The District and the Association will 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 recommendation will be submitted to the Superintendent on or before December 1, 2016.

### **Section 7.11 – 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**

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 teachers 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.



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School Year Assignment	Maximum Allowable Hours for Additional Activities/Extra Duties Related to Assignment per Section for Full School Year			
	Shopping (food supplies)	Extended Learning (agriculture)	Sewing Machine Maint.	Shop Maint.
<b>High School:</b>				
Family & Consumer Science	4 (cooking*)		6 (Sewing)	
Culinary Arts	4			
Auto Technology/Automotive				3
Engineering (Shop-based)				3
Wood Technology				3
Industrial Technology				3
Manufacturing Technology				3
Material Science / CAD				3
Horticulture		8		
<b>Middle School:</b>				
Family & Consumer Science	4		2	
Industrial Technology				3

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

### Section 7.12 – 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 group 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.

## ARTICLE VIII – EVALUATION

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#### Section 8.1 – Classroom Teacher Evaluation and the CEL 5D+ Evaluation Rubric

##### A. Introduction

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.

##### B. Applicability & Transition Plan

1. This evaluation system only applies to classroom teachers, (see Section C, Definitions). The term "classroom teacher" includes general education, special education, academic intervention specialists, and ELL teachers. 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 Specialist, Social Workers, and other employees who do not work with regularly recurring and specifically defined groups of students. Employees who do not meet the definition of "classroom teacher" will be evaluated on the CAM, if applicable, or the original state evaluation model, as defined in Section 8.2 of this agreement.
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).
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

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(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 granted in Section J. This teacher must receive his/her first formal observation before November 15.
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 2016-2017 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 on an employee already in the 4-year Comprehensive/Focused cycle.

### 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

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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.
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.

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### 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.

### 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 Exhibit K-5 Teacher Progress Report and Exhibit K-7 Summative Observation Scores.
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.

### E. State Criteria and Scoring

1. The state evaluation criteria are:

Criterion 1: Centering instruction on high expectations for student achievement;

Criterion 2: Demonstrating effective teaching practices;

Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs;

Criterion 4: Providing clear and intentional focus on subject matter content and curriculum;

Criterion 5: Fostering and managing a safe, positive learning environment;

Criterion 6: Using multiple data elements to modify instruction and improve student learning;

Criterion 7: Communicating and collaborating with parents and the school community; and

Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

2. Criterion Performance Scoring

See Exhibits J-3 and J-5 for component to criterion scoring.

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### 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

### 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:

5-12—Low
13-17—Average
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:

Distinguished:	80-100%
Proficient:	51-79%
Basic:	25-50%
Unsatisfactory:	0-24%

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

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Distinguished:	67-100%
Proficient:	50-66%
Basic:	25-49%
Unsatisfactory	0-24%

- 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. 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.
- 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.
- 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.

### F. Procedural Components of Evaluation

#### 1. Notification

The teacher will be notified by the second Friday after Labor Day 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 teacher's time is spent as a classroom teacher as defined in this

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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 J-1a (Comprehensive) and Exhibit J-1b (Focused).

### 2. Observations

Each teacher will be observed at least two (2) times for a total of at least sixty (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 (P-1) will be observed at least three (3) times for a total of at least ninety (90) minutes.

### 3. Student Growth Goal Setting

a. The teacher will select student growth goals for Components SG-3.1, SG-6.1 and SG-8.1. These goals may be interrelated. These will be provided to the evaluator by November 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 J-4a, 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 for all classroom teachers to engage in activities that support the student growth requirements, defined in Criteria 3, 6, or 8. Such time will be scheduled during the contracted work day.

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 information 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.

### 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.



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- d. Teachers may bring evidence and artifacts to their post-observation conference. Teachers may submit evidence/artifacts 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.
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 using the District Designated Electronic/Digital Evaluation Platform (DDEDEP). A teacher will receive feedback (scripting and coding) via the DDEDEP within five (5) school days of the observation. Following an unscheduled observation, a post-observation conference will be held at the request of the teacher or evaluator.
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. **Record-Keeping**
- Human Resources shall keep only hard copies of the final summative evaluation coversheet (Exhibit J-1a or J-1b), the summative evaluation scores (Exhibit J-5) and the teacher's rebuttal, if one is attached, in the personnel file. 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.

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### 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.

## 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 new to the 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.
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. 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.

## 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

A pre-observation conference shall be held prior to the first 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 professional practices to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria. The pre-conference form (Exhibit J-2) will be used to guide the conversation, but the form shall not be required to be completed. The pre-observation conference for the

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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. A second scheduled observation will occur prior to February 15. The evaluator and teacher will mutually agree on the date the observation is to occur. The teacher may request additional observations.
- b. 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 for at least ninety (90) minutes total. Any scheduled observation shall not be less than 20 minutes in length and will occur no more than five (5) school days after the pre-observation conference.
- c. The evaluator will document all scheduled and unscheduled observations and provide copies of the script with CEL 5D+ coding to the teacher within five (5) school days.
- d. Additional scheduled or unscheduled observations must occur prior to April 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 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 J-5) 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, 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.
- e. No later than February 15, teachers will be given a progress report (Exhibit J-3) 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:

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- i. An additional 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 any time prior to the final evaluation conference but no later than May 1 (see Section 1.F.5.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 J-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.

### 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.

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2. Pursuant to WAC 392-191A-110, 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.
4. Pursuant to WAC 392-191A-120, the conduct of the focused evaluation of classroom teachers must include the following:
  - 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 teacher.
  - 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.
  - 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.
5. A focused evaluation shall include at least two (2) observations for total observation time of not less than sixty (60) minutes. These observations shall follow the same pre-observation process as the comprehensive evaluation. The first scheduled observation for a Focused evaluation must be completed by February 15 and the second scheduled observation for a Focused evaluation must be completed by April 20.
6. A summative score is determined using the most recent comprehensive summative evaluation score. This score becomes the focused summative evaluation score for any 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.

### 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 trending basic or unsatisfactory, within ten (10) school days of the end of the first semester.

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2. When a continuing teacher is 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 are 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.

### 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 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.

### L. Support for Provisional Teachers

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

1. A completed comprehensive evaluation conducted in accordance with Section 8 above;
2. A specific and reasonable plan designed to assist the teacher in making satisfactory progress in improving his/her performance, including benchmarks defining desired performance and indication of achievement;
3. A description of the assistance and services the District will provide to the teacher to improve his/her performance;
4. Periodic reports from the evaluator on the teacher's progress toward remediating deficiencies;
5. Written notice regarding performance concerns to the Association and teacher prior to March 1, or thirty (30) calendar days after the teacher begins work, whichever is later.

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### M. Probation

#### 1. General

- a. A classroom teacher whose work is judged Unsatisfactory (1) based on the summative comprehensive scoring criteria may be placed on probation by the Superintendent after October 15, but no later than a minimum of 60 days prior to May 1 of any school year.
- b. A continuing contract teacher with more than five (5) years of teaching experience whose comprehensive summative evaluation score is Basic (2) for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.
- c. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.

#### 2. Probationary Process

- a. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report in writing to the Superintendent, teacher, and Association. The report shall include the following:
  - i. The evaluation report prepared pursuant to the provisions of Section 8.1.H above; and
  - ii. A specific, time-bound, and reasonable program designed to assist the teacher in improving his/her performance.
- b. If the Superintendent concurs with the administrator's judgment that the performance of the teacher is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15 is Unsatisfactory (1).
- c. Before being placed on probation, the Association and the teacher will be given written notice of action by the Superintendent which will contain the following information:
  - i. Specific areas of performance deficiencies identified from the instructional framework;
  - ii. A specific, time bound, and reasonable probationary program for improvement;

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- iii. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area(s) of deficiency.
- d. A probationary plan will be developed and will include the specific evaluative criteria which must be met and the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation, supports provided and funded by the district (see Section 8.1.J above), and the dates those supports will be put in place.
- e. Evaluation During the Probationary Period
  - i. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher, a representative from Human Resources, and a KEA advocate to discuss performance deficiencies and the remedial measures to be taken.
  - ii. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
  - iii. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 8.1.H above shall apply to the documentation of observation reports during the probationary period.
  - iv. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
  - v. The probationary teacher may request that a second certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be jointly selected by the District and the Association.
- f. A teacher who is on a plan of probation must be removed from probation if he/she has demonstrated improvement in the areas prescribed as deficient. The teacher must be removed if a teacher with five (5) or fewer years of experience scores at Basic (2) or above and a teacher of more than five (5) years scores at Proficient (3) or above.
- g. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause.

### 3. Evaluator's Post-Probation Report

Unless the probationary teacher has previously been removed from probation, the evaluator will submit a written report to the Superintendent at the end of the probationary



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period. The report will identify whether the performance of the probationary teacher improved in the areas of deficiency and will recommend one of the following:

- a. The teacher demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
- b. The teacher did not demonstrate sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.

### 4. Action by the Superintendent

Following a review of any report submitted pursuant to the Post Probation Report, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

5. A teacher who fails to successfully complete the probation process, as outlined above, may have their probationary period extended or may be recommended for non-renewal.
6. Records of probation and supporting documentation for an unsatisfactory evaluation will be maintained in the teacher's file for three (3) years and will, if no further unsatisfactory analysis is made in the interim, be removed and destroyed.

### N. Non-renewal (Discharge)

1. When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of Unsatisfactory (1) for two (2) consecutive years, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW.28A.405.300.
2. The teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) days following receipt of said notice to file a notice of appeal as provided by statute and retains all rights and timelines as provided by this Agreement.

### O. Evaluation results

1. Evaluation results may be used:
  - a. To acknowledge, recognize, and encourage excellence in professional performance.
  - b. To document the level of performance by a teacher of his/her assigned duties.
  - c. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.

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- d. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
  - e. Beginning in 2015-2016, as one of multiple factors in Human Resources and personnel decisions only as defined elsewhere in this agreement.
2. Evaluation results shall not be:
- a. Shared or published with any teacher identifying information.
  - b. Shared or published without notification to the individual and Association for their approval or action to block such publication if required by law.
  - c. Used to determine any type of base or additional compensation.
3. Nothing prohibits an evaluator from evaluating all teachers as Distinguished within any school.

### **Section 8.2 – The Certificated Assessment Model (CAM) (for Employees Not on CEL 5D+ Evaluation Rubric)**

Certificated classroom teachers and other certificated employees within the bargaining unit (collectively referred to as “employees” herein) shall be evaluated each school year in accordance with the procedures and criteria set forth herein, otherwise referred to as “CAM.”

An assessment of all certificated employees shall be completed prior to May 15 of each year.

Each employee shall be assessed in accordance with the criteria appropriate to the employee’s position as set forth in Section 8.3. Assessments required or permitted hereunder shall be documented on the CAM assessment report form appropriate to the employee’s position

The following process shall be utilized for the assessment of certificated employees:

- A. Prior to the beginning of the assessment process, the principal of each building and those other qualified individuals who will be acting as assessors shall:
- 1. Meet with staff upon their request to review and discuss the certificated assessment in order to develop mutual understanding of the assessment processes, procedures, and purpose.
  - 2. Designate the administrative assessor, if other than the principal. The assessor for certificated employees shall be the principal or assistant principal of the building to which the employee is assigned, or an administrative designee holding an initial or continuing administrator’s credential. The assessor for certificated employees who spend less than one-half time in a building shall be the director in charge of that program or the superintendent’s designee when mutually agreed to by the building principal, certificated employee and program director. In no event shall the assessor be anyone represented by

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the Association pursuant to Section 1.1. No member of the bargaining unit shall be designated as the official assessor of any District employee represented by the Washington Education Association.

3. In addition to the assessments required herein, principals and other designated administrators may make assessments at any time during the school year. Such assessments may cover individual observations or periods of time as identified in the assessment report.
4. The assessment of an employee's performance shall be based upon the observation of the employee's assignment as provided in subsection C below together with such other supportive evidence as may be pertinent to the adopted criteria.

### B. Goals Setting Conference

1. A goals setting conference will be held between the assessor and the staff member being assessed in order to mutually establish specific written goals for the year. This conference should result in (a) the selection of specific goals, usually two or three will be sufficient, either from the evaluative criteria in the appendix or from mutually agreed upon criteria on which assessment will be based; and (b) writing the plan to achieve the goals on the form provided. In the event agreement cannot be reached, the assessor will select specific goals, usually two or three will be sufficient. The goals setting conference will be held on or before November 15 of the contractual year.
2. The selection of certain goals for particular emphasis shall supplement but not replace the generally applicable assessment criteria for the employee involved in the assessment phase of the certificated assessment cycle. The selection of goals for the employee involved in the professional growth plan phase of the cycle shall be developed according to the direction included in the Professional Growth and Assessment Flowchart.
3. Additional conferences between the administrator and the certificated staff member may be held to monitor progress or to modify goals.

### C. Observations

Except as provided in subsection C.6 which follows, each certificated employee shall be observed within the instructional or supervisory setting a minimum of three (3) times per year for a total of not less than sixty (60) minutes. All three required observations shall be conducted for a period of not less than twenty (20) continuous minutes. All three required observations shall be conducted by the designated assessor unless the certificated employee agrees in advance to do otherwise. 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.

1. Additional observations by the administrator may be held to monitor progress or to modify goals.

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2. Following each observation, the principal or other assessor shall promptly document the results. Following the observation and within five (5) school days, the employee shall be provided with a copy of the written report.
3. Walkthrough observations cannot be used for evaluative purposes by either the employee or evaluator.
4. A post-observation conference will be held at the request of either the employee or the administrator.
5. Following a request by an employee, one of the three required observations listed above will be pre-arranged.
6. All employees newly employed by the school district shall be observed for the purposes of assessment at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of their employment.

### D. Ratings of “Unsatisfactory”

1. A rating of unsatisfactory in up to two (2) elements in one domain or up to a total of three (3) elements. A certificated employee shall be notified by the evaluator as soon as it becomes apparent that he/she is not performing satisfactorily on one or more of the elements. No certificated employee shall receive a mark of “unsatisfactory” on an annual assessment unless he/she has received prior written notification of the deficiency and the steps necessary to show improvement. The employee may request Association representation at any subsequent meetings with the evaluator. The employee shall have at least four (4) weeks to demonstrate improvement. If in the judgment of the evaluator there has not been adequate improvement to meet the evaluative criteria after four (4) weeks, the evaluator may mark unsatisfactory on the annual assessment for the previously identified element(s).
2. Plan of Improvement – The evaluator may determine that a formal plan of improvement of at least six (6) weeks is necessary when it becomes apparent that a certificated employee is not performing satisfactorily in more than two (2) elements in one domain or more than three (3) total elements on an annual assessment. If determined that a formal plan of improvement is necessary, the evaluator may forgo subsection a., as stated above, and move immediately to a formal plan of improvement. No certificated employee shall receive a mark of “unsatisfactory” unless he/she is notified in writing by the evaluator within a reasonable time after it becomes apparent that he/she is not performing satisfactorily and may be placed on a plan of improvement. A meeting shall be held with the evaluator, the certificated employee, an HR representative, and the KEA president or designee to discuss the deficiencies. At this meeting the evaluator shall give specific comments based on documented workplace observation(s) and/or other evidence as appropriate to the element to justify such ratings. A written plan of improvement is the outcome of this meeting. The evaluator shall present the certificated employee with the

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written plan which clearly describes areas of deficiency and outlines what the certificated employee is expected to do in order to achieve satisfactory ratings.

Prior to implementation of the plan of improvement, the employee shall have the opportunity for input regarding specific assistance needed. The employee shall have at least six (6) weeks to demonstrate improvement. If in the judgment of the evaluator there has not been adequate improvement to meet the evaluative criteria after six (6) weeks, the evaluator may mark unsatisfactory on the annual assessment for the identified element(s).

3. The Human Resources Department will arrange for KEA notification and participation. This provision shall not be used to delay or postpone conferences.

### E. Year End Conference

Either a Professional Growth and Assessment Protocol or a Short Form Certificated Assessment Professional Growth Plan (PGP) Protocol reflecting those observations completed in the observation process shall be discussed by the evaluator with the certificated employee on or before May 15.

The year-end assessment conference shall be held to:

1. Complete the comments and summary statements on the final Professional Growth and Assessment Protocol or Short Form Certificated Assessment PGP Protocol.
2. Discuss the assessment report. Upon completion and discussion of the Short Form Certificated Assessment PGP Protocol or the Professional Growth and Assessment Protocol, the certificated employee shall sign such form only to indicate his/her awareness of the comments and summary statement recorded thereon. The employee's signature shall not necessarily be interpreted to mean agreement with the comments and/or summary statements. A copy of the annual assessment report shall be given to each employee within three (3) days of the conference. In the event the certificated employee disagrees with or questions any results of the formal assessment procedure or disagrees with any statement contained in the Professional Growth and Assessment Protocol, that employee may, within fifteen (15) days after the delivery of the formal assessment form write a detailed statement concerning the points of disagreement with the assessment that shall be placed in his/her personnel file.
3. The appropriate central office or program administrator will review any attachments to the assessment form.

### F. Professional Growth Plan

Provisional certificated employees will be assessed using the Provisional Assessment Protocol. Continuing certificated employees will be assessed using the Professional Growth and Development Assessment Protocol. Following successful completion of the assessment cycle as defined in the professional growth and development flowchart, the certificated employee may move to the professional growth plan cycle. While on the PGP cycle the Short

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Form PGP Certificated Assessment Protocol will be completed by the supervising administrator. The short form of assessment shall include two PGP conferences and one classroom observation of at least thirty (30) minutes without a written report unless employee requests a written report. Audio or video devices shall not be used to record any employee or collaborative meeting for the purpose of evaluation. The short form assessment process shall not be used as a basis for determining that a certificated employee's work is unsatisfactory nor as probable cause for nonrenewal of an employee's contract under RCW 28A.405.210.

The employee may remain on the PGP until such time as the employee or the employee's administrative assessor requests a return to the assessment phase.

1. The parties recognize that teaching is an evolving art and so encourage, through this phase of the assessment cycle, ongoing professional development and growth. Following the satisfactory completion of the assessment phase of the cycle as outlined in the Professional Growth and Assessment Flowchart a certificated employee may participate in a professional growth plan until such time as the employee or the employee's administrative assessor requests a return to the assessment phase.
2. While on the Short Form PGP assessment phase of the cycle, only the Short Form PGP Assessment Protocol will be included in the certificated employee's personnel file for purposes of assessment documentation. While on the assessment phase of the cycle, any instructional techniques, strategies, and materials developed or utilized by certificated employees may be included in the personnel file and used in the District's assessment.
3. During the PGP phase of the assessment cycle, the evaluator and/or certificated employee may return the employee to the assessment phase during the goals setting conference. If during the year after the goals setting conference, a certificated employee is removed from the PGP, the evaluator shall provide written reasons for this change.
4. If the certificated employee disputes the reasons for being removed from the short form PGP after the goals setting conference, the dispute shall be submitted to the superintendent or designee, who shall reply in writing within five (5) school days from submission upholding or setting aside the reasons for returning the certificated employee to the assessment phase of the cycle. Nothing in this section shall preclude the parties from utilizing the grievance mediation procedures of Section 9.2.D on an expedited schedule. Costs shall be borne according to Section 9.2.
5. The designated evaluator may also place a certificated employee on the assessment phase of the cycle in the following circumstances:
  - a. Opening of a new building;
  - b. Transfer of a certificated employee eligible for the short form PGP;
  - c. Complete change of administrators in a building;
  - d. Mutual agreement between the evaluator and the certificated employee.

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### G. Transfers and/or Resignations

1. If a certificated employee is transferred to another position not under the administrator's jurisdiction, an assessment shall be made at the time of such transfer, providing that the employee has been in the position forty-five (45) days.
2. If an employee resigns during the school year, a final assessment may be completed prior to the resignation date.

### H. Inapplicability of Grievance Provisions

The provisions of Article IX of this Agreement relating to grievances shall not be applicable to the assignment of performance ratings by administrators, except for procedural issues under this Article.

## **Section 8.3 – Probation**

### A. Administrator's Report

Based on a certificated employee's unsuccessful completion of a plan of improvement in the preceding year/months, and any time after October 15, in the event that a principal or other administrator determines on the basis of the assessment criteria that the performance of a certificated employee under his or her supervision is unsatisfactory, the administrator shall report the same in writing to the superintendent on or before January 20. The report shall include the following:

1. The assessment protocol completed on or before January 15.
2. A recommended specific and reasonable probationary plan designed to assist the certificated employee in improving his/her performance.

### B. Establishment of Probationary Period

If the superintendent concurs with the administrator's assessment that the performance of the employee is unsatisfactory, the superintendent shall notify the employee within ten (10) school days that he/she is being placed on probationary status for 60 school days. During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment is contemplated by either the individual or the school district. The written notice provided to the certificated employee shall contain the following information:

1. Specific areas of performance deficiency;
2. A specific and reasonable program for improvement;

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3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the certificated employee the opportunity to demonstrate improvement in his or her area/areas of deficiency.

### C. Assessment During the Probationary Period

1. At or about the time of the delivery of a probationary letter, the principal or other administrator shall hold a meeting with the certificated employee, an HR representative, and a KEA advocate to discuss performance deficiencies and the remedial measures to be taken.
2. During the probationary period the principal, administrator, or other assessor shall observe and meet with the probationary employee at least twice within every twenty (20) school days, to observe, provide assistance, and prepare a written report. The certificated employee shall be provided with a copy of the observation report, either hand delivered or by registered mail no longer than five (5) school days following each meeting.
3. The probationary certificated employee may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the principal or other administrator in those areas specifically detailed in his/her probationary plan.
4. The District will notify the association in writing of any certificated employee(s) placed on probation. A certificated employee on probation shall have the right to have a representative of the Association present at all meetings for advisory purposes, if so desired.
5. In the case of certificated employees being placed on probationary status, the complete assessment process shall be finalized by May 15.

### D. Administrator's Post-Probation Report

Unless the probationary employee has previously been removed from probation, the principal or other administrator shall submit a written report to the superintendent at the end of the probationary period, such report shall identify whether the performance of the probationary employee has improved, and shall set forth one of the following recommendations for further action:

1. That the certificated employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
2. That the certificated employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the employee; and/or
3. The certificated employee may be removed from his or her assignment and placed into an alternative assignment or placed on paid leave at the District's option for the remainder of the school year pursuant to RCW 28A.405.100.



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### E. Action by the Superintendent

Following a review of any report submitted pursuant to subsection D above, the superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

### F. No certificated employee shall be placed on probation nor non-renewed for unsatisfactory performance except in accordance with RCW 28A.405 et seq.

## ARTICLE IX – GRIEVANCE

### ARTICLE IX – GRIEVANCE

#### Section 9.1 – Definitions and General Conditions

##### A. Definitions

1. 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.
2. “Grievant” means the Association or an employee having a grievance.

##### B. General Conditions

###### 1. 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.

###### 2. 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.

###### 3. 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.

###### 4. 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.

## ARTICLE IX – GRIEVANCE

### 5. 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.

### 6. 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.

### 7. 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.

### 8. 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.

### 9. 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.

### 10. 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.

### 11. 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.

## ARTICLE IX – GRIEVANCE

### Section 9.2 – 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. Should the grievance not be sufficiently resolved at the informal level, the following steps will be used as a formal grievance process.

#### A. Step 1

The grievant may invoke the formal grievance procedure on the form set forth in Exhibit C which will be available from the Association representative in each building. A copy of the grievance 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.

#### B. 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.

#### C. 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.

#### D. Grievance Mediation

In the event the Association notifies the superintendent or his/her designee of its intention to mediate as per subsection C above, then the District shall respond, within seven (7) days from

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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:

1. A mediation conference shall be scheduled as soon as possible upon selection of a mediator.
2. The mediator shall conduct no more than three (3) mediations per day.
3. The location, date, and starting time for the mediation shall be agreed to by the District and the Association.
4. 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.
5. 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.
6. Grievance claims regarding retroactive compensation shall be limited to the calendar year during which the grievance occurred.
7. One (1) person from each party shall be designated as spokesperson for that party at the mediation conference.
8. 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.
9. 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.
10. 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.

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11. 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.

### 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 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.

### Section 9.3 – 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.

## ARTICLE X – SUPPLEMENTAL CONTRACTS

### ARTICLE X – SUPPLEMENTAL CONTRACTS

#### Section 10.1 – The Supplemental Contract Evaluation System

- A. The evaluation of an employee's performance of the duty under a supplemental contract need not be conducted by the evaluator unless it becomes apparent to the evaluator that the employee is performing unsatisfactorily on one or more of the evaluative criteria, provided the evaluation of an employee's performance of the duty under a supplemental contract shall not be determined to be "not satisfactory" unless the evaluator has followed all the procedures and guidelines of this Article.
- B. The employee's performance under a supplemental contract shall be evaluated by the principal or assistant principal using the appropriate criteria for the supplemental contract and the Supplemental Contract Performance Appraisal Form. The supplemental contract evaluation shall be completed within thirty (30) days after the end of the supplemental contract assignment, but no later than the employee contracted year.
- C. An employee shall be notified by the evaluator within a reasonable time after it becomes apparent that he/she is performing unsatisfactorily. In connection with such notification, a meeting shall be scheduled between the evaluator and the employee to discuss the unsatisfactory performance. At this meeting, the evaluator shall review specific written areas of concern (and written suggestions for improvement) based on documented observation and/or other supportive information.
- D. Upon completion and discussion of the Supplemental Contract Appraisal Form with the employee, the employee shall sign such form to indicate his/her awareness of the performance appraisal. Such signature shall not necessarily be interpreted to mean agreement with the comments and/or summary statements. A copy of the Supplemental Contract Appraisal Form shall be given to the employee. In the event the employee disagrees with the formal evaluation or disagrees with any statement contained in the Supplemental Contract Appraisal Form, he/she may, within fifteen (15) days after the receipt of the formal evaluation form, write a detailed statement concerning the points of disagreement. The statement shall be placed in his/her personnel file with the appraisal form.

#### Section 10.2 – Evaluative Criteria for Supplemental Contracts

- A. Knowledge and scholarship in special field.
  - 1. Demonstrates depth and breadth of knowledge and strategies of the activity.
  - 2. Demonstrates skills, techniques and methods of directing/coaching the activity.
  - 3. Demonstrates adequate planning and preparation for scheduled events.
  - 4. Demonstrates ability to assess skills of the students in the activity.
- B. Specialized skills

## ARTICLE X – SUPPLEMENTAL CONTRACTS

1. Demonstrates appropriate knowledge, skills and techniques of first aid and safety.
2. Demonstrates skills in organizing and directing preliminary and culminating activities.

### C. Management of special and technical environment

1. Demonstrates necessary knowledge of budgeting and purchasing procedures for the activity.
2. Demonstrates knowledge of acquisition, management and care of equipment and facilities.

### D. Involvement in assisting pupils, parents, staff and other personnel

1. Demonstrates ability to develop effective student relations.
2. Demonstrates ability to work effectively with staff.
3. Demonstrates ability to establish effective communications reflecting openness and honesty with the school community and the news media.
4. Demonstrates ability to establish effective interpersonal relationships.

### E. The employee as a professional

1. Demonstrates willingness to participate in in-service and/or other related educational opportunities.
2. Demonstrates positive model to students through his/her conduct during leadership of activity.
3. Demonstrates knowledge of the applicable league, District and school rules and regulations for the activity through his/her continued support and compliance with them.

### F. Effort toward improvement when needed.

1. Demonstrates continued development of strategies to meet specified goals and objectives.
2. Demonstrates willingness to use constructive suggestions.
3. Demonstrates willingness to upgrade skills and/or knowledge of activity.



## ARTICLE XI – SPECIAL EDUCATION

### ARTICLE XI – SPECIAL EDUCATION

#### **Section 11.1 – Inclusive Education**

- A. Special Education will provide a full continuum of services for students with disabilities, ages 3-21 within an appropriate, individual program for each student in the least restrictive environment, consistent with State and Federal regulations. Services for all students eligible for special education shall be provided to the maximum extent appropriate in the general education environment.
- B. Each building principal will provide a written procedure for communicating with staff regarding the needs and concerns of inclusion for special education students in the general education classroom. The procedure will identify how the special education teacher will work with the general education teacher before placing students. The procedure shall include a way to make necessary adjustments and/or corrections after placement. The building administrator(s) shall monitor the process and work with all parties to resolve any conflicts.
- C. Discipline standards for special education students will be established that are consistent with the District's discipline policy and procedures, special education legal requirements, and the IEP process.

#### **Section 11.2 – Medication/Health Care**

If health care needs (i.e., catheterization, shunt care, tracheotomy, etc.) are necessary for a child's placement in school and the employee performs specialized procedures, then the teacher will be instructed by the school nurse or other qualified medical personnel prior to the required care.

#### **Section 11.3 – Instructional Assistant/Paraeducator Time**

Instructional assistant/Paraeducator time will be allocated by the executive director of inclusive education according to District staffing guidelines.

## ARTICLE XII – WAIVERS AND OTHER AGREEMENTS

### ARTICLE XII – 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.
- 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.
- C. All letters of agreement must be signed by the association president or his/her designee and the District's designated human resources administrator.
- 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.

## ARTICLE XII – WAIVERS AND OTHER AGREEMENTS

- 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.

## ARTICLE XIII – DUAL LANGUAGE

### ARTICLE XIII – DUAL LANGUAGE

#### Section 13.1 – Program

- A. Teacher participation in the District Dual Language Program is voluntary. In Dual Language Program schools, the program involves two (2) teachers partnered as a Dual Language teaching team, compromised 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 the 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 in 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 Section 4.9.I.

## ARTICLE XIII – DUAL LANGUAGE

### 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.

### E. 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 Dual Language program as determined in collaboration between the teachers and the principal.

### F. 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 13.2 – 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 timesheet, 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 13.3 – 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 timesheet, will be provided as compensation for this work as delineated below.

### A. Goal Setting Collaboration

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

### B. Fall Conference Period

Dual Language 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. Dual

## ARTICLE XIII – DUAL LANGUAGE

Language 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

Dual Language teachers 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. Dual Language teaching teams at each site can choose to schedule these additional paid hours as best meets their collective needs to prepare for parent conference.

### D. Semester One Report Card Collaboration

Dual Language 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

Dual Language 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 13.4 – 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 Dual Language 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 Dual Language teachers to conduct one-to-one Spanish or English literacy assessments for students who are not on the teacher's homeroom roster.

## **Section 13.5 – 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 teachers and/or partner Dual Language teacher. In the event that meetings are held outside of the regular workday, members will be compensated at per diem through special projects time sheet.

ARTICLE XIV – DURATION AND ACCEPTANCE OF AGREEMENT

**ARTICLE XIV – DURATION AND ACCEPTANCE OF AGREEMENT**

- A. This Agreement shall be effective September 1, 2016 and shall continue in effect through August 31, 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 2017.
- B. 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.
- C. The parties commit to jointly explore interest-based labor/management collaboration during the 2016-2017 school year. This topic will be furthered 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.

In witness thereof:

FOR THE ASSOCIATION

FOR THE DISTRICT

\_\_\_\_\_  
KEA President

\_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
Secretary of the Board

\_\_\_\_\_  
Chief Human Resources Officer

## **EXHIBITS**



## **Exhibit A – Professional Learning Communities (PLCs)**

Kent School District/Kent Education Association

August 23, 2013

- A. The Kent School District and the Kent Education Association believe that effective collaboration focused on improved learning for all students is a significant part of continuous strengthening of professional practice. We believe this time should be meaningful and relevant to staff and align with current research and best practices. Collaboration is a systemic process in which employees work together, interdependently to analyze and impact their professional practice in order to improve individual and collective student growth. The work of the PLC will be grounded in the four guiding questions:
1. What do we expect students to learn?
  2. How will we know if each student has learned it?
  3. How will we respond when some students do not learn it?
  4. How can we extend and enrich learning for students who have demonstrated proficiency?
- B. The purposes and goals of the PLC will be guided by the following framework:
1. The work of PLCs will be an ongoing process of collective inquiry and action research to support student growth.
  2. PLC teams recognize the importance of data and will use data to inform the decisions and work of the team.
  3. Leadership will be shared and distributed among the participants of each PLC team. Sharing power and authority among team members increases leadership capacity and builds a belief in the school's collective ability to positively affect student learning.
  4. A major focus of the PLC is on student learning where employees work and learn together, as they reflect on the effectiveness of their practice and the needs, interests, and skills of their students.
  5. A plan will be developed for specialists (music, PE, counselors, librarians, OTs, etc.), as well as single educators who represent their departments (Japanese, ASC, SC, ELL, etc.), to participate in PLCs within a building. PLCs may also be developed by job-alike across the district.
  6. In collaboration with the building principal, Professional Learning Communities will complete a form to document the work of their group. The form will be made available to PLC team members and building administrators electronically and will be stored on the school server.

## Exhibit A-1 – PLC Team Meeting Feedback Form

### Kent School District

**Team Name:**

**Meeting Date:**

**Team Members Present:**

**Follow-up with:**

Please identify the guiding question(s) the team focused on today. There are 1-4 considerations associated with each question. The considerations may be useful in helping to facilitate your team's discussion. The PLC team members should collectively decide what information is needed to appropriately capture the team's discussion.

**☐ What do we expect students to learn?**

- ▶ *Define the student need based on Common Core State Standards (CCSS), WA State Content Standards, curriculum pacing guides, formative/summative assessment results, benchmark tests, student work samples, etc.*
- ▶ *What will you look for as evidence of success? What criteria might be used for evaluating student work over time? What data points will be used to measure student growth/progress?*

**☐ How will we know if they learn?**

- ▶ *Describe the instructional approach used, and explain the rationale for selection of this instructional approach.*
  - *Explain how/why the instructional approach helps meet the objective.*
- ▶ *Plan the details for preparing and teaching this well.*
- ▶ *Clarify/determine the required collection of evidence (e.g. what will be collected, when, how will it be assessed, and in how will the data be compiled).*

**☐ How do we respond when students do not learn?**

- ▶ *List the strengths evident in the student work. Consider all student groups when analyzing data. Student groups are defined by the federal/state identified Annual Measurable Objective (AMO) groups (i.e., race and participation in ELL and inclusive services).*
- ▶ *Describe how instruction might have contributed to the strengths. Consider all student groups when analyzing data.*

- ▶ *List the continuing needs and misconceptions evident in the student work. Consider all student groups when analyzing data.*
- ▶ *Describe what needs to happen in subsequent instruction to address the continuing needs. Consider all student groups when analyzing needs.*

**□ How do we respond when students are learning?**

- ▶ *What worked well? What evidence shows these were effective lesson elements?*

**Team Goals/Agenda:**

*(e.g. Analyze assessment results from Chapter 3 math test to identify strengths, deficits and students of concern; then plan next steps.)*

**Today's Successes:**

*(e.g. We wrote the learning targets and success criteria for the upcoming unit on \_\_\_\_; We discussed a new instructional approach to improve reading comprehension skills.)*

**Questions or concerns as a result of today's work:**

**Plan for next meeting and/or addressing the above concerns:**

**Assistance from Administrator:**

*(if needed)*

**Exhibit B – Certificated Employees Working Calendar  
Kent School District  
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						
*29	*30	+31			+Floating Prep Day						
<b>SEPTEMBER</b>						<b>FEBRUARY</b>					
			#1	2	#School Starts 9/1			1	2	3	( ) Presidents' Break
(5)	6	7	8	9	( ) Labor Day 9/5	6	7	8	9	10	2/20 – 2/24
12	13	14	15	16	21 School Days	13	14	15	16	17	15 School Days
19	20	21	22	23		(20)	(21)	(22)	(23)	(24)	
26	27	28	29	30		27	28				
<b>OCTOBER</b>						<b>MARCH</b>					
3	4	5	6	7	@ Workshop Day			1	2	3	@ Workshop Day
10	11	12	13	@14	20 School Days	6	7	8	9	@10	22 School Days
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>						<b>APRIL</b>					
	1	2	3	@4	@ Workshop Day	3	4	5	6	7	( ) Spring Vacation
7	8	9	10	(11)	( ) Veterans Day 11/11	(10)	(11)	(12)	(13)	(14)	4/10 – 4/14
14	15	16	17	18	( ) Thanksgiving 11/24 & 25	17	18	19	20	21	15 School Days
21	22	23	(24)	(25)	18 School Days	24	25	26	27	28	
28	29	30									
<b>DECEMBER</b>						<b>MAY</b>					
			1	2	( ) Winter Vacation	1	2	3	4	5	( ) Memorial Day 5/29
5	6	7	8	9	12/19 – 12/30	8	9	10	11	12	22 School Days
12	13	14	15	16	12 School Days	15	16	17	18	19	
(19)	(20)	(21)	(22)	(23)		22	23	24	25	26	
(26)	(27)	(28)	(29)	(30)		(29)	30	31			
<b>JANUARY</b>						<b>JUNE</b>					
(2)	3	4	5	6	( ) New Year's Day Observed 1/2				1	2	#Last Day of School 6/22
9	10	11	12	13	( ) M.L. King Day 1/16	5	6	7	8	9	16 School Days
(16)	17	18	19	20	@ Workshop Day	12	13	14	15	16	
23	24	25	26	27	19 School Days	19	20	21	#22	23	School closure make-up days
30	@31					26	27	28	29	30	(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.

### Exhibit C – KEA/KSD Grievance Form

Level Filed:     \_\_\_\_1 \_\_\_\_2 \_\_\_\_3

Grievant:

Date of Presentation:

Home Address:

Phone:

Work:

Personal:

Worksite:

Immediate Supervisor:

Years in School System:

Subject Area or Grade Level:

Association Representative(s):

Date grievance occurred:

Policy, Rule, Regulation and/or Section of the CBA allegedly violated:

Statement of Dispute:

Requested Remedy:

\_\_\_\_\_  
Signature of Grievant or Union Representative

\_\_\_\_\_  
Date

Distribution of Form:

Supervisor

KEA

UniServ

Grievant

## Exhibit D – Individual Employee Contracts

### Exhibit D-1 – Continuing

Kent School District  
Continuing  
Certificated Employee Contract  
(Non-Supervisory)  
Year

Employee Name  
Address  
City State Zip

Location:

This contract is made by and between the Board of Directors of Kent School District No. 415, King County, Washington (District), and \_\_\_\_\_ (Employee).

Employee is hereby employed by District to perform assigned services as (\_\_\_FTE) certificated staff during the \_\_\_\_\_ school year, which shall include 180 days of service, exclusive of school holidays, school vacations and any regularly scheduled school days cancelled because of inclement weather or emergency.

Employee shall perform such duties as may reasonably be assigned by his or her principal or other supervisor, including such duties and obligations as may be prescribed by the collective bargaining agreement between the District and the Kent Education Association (Association), applicable state and federal statutes and regulations and district policies, procedures and regulations. Employee shall be subject to assignment, reassignment and transfer by the District superintendent or other designated administrative authority who is subject to the limitations of the applicable collective bargaining agreement. Employee shall be granted all the rights and benefits pursuant to the \_\_\_\_\_ provisions of the collective bargaining agreement between the district and the Association. Employee shall receive compensation and benefits as specified in the collective bargaining agreement between the district and the association.

Employee's annual base salary shall be payable in twelve installments commencing on September 30, \_\_\_\_\_ with successive installments being payable on the last working day of each month. December payroll checks shall be distributed on the last scheduled school day preceding the winter vacation.

This contract does not become effective until: (A) Employee registers with the District superintendent's office a valid state Certificate; and (B) Employee signs and returns this contract to the District superintendent's office on or before Date.

In the event Employee fails to sign and return this contract on the terms stated within the time specified, this contract will be withdrawn without any future notice or action. In that instance, the District will consider the Employee to have waived any right to employment with the District.

By the order of the Board of Directors

BY

\_\_\_\_\_  
Superintendent  
Secretary of the Board

\_\_\_\_\_  
Employee Signature

KSD KEA '\_\_\_\_

Date Signed: \_\_\_\_\_

Administrative Offices, 12033 SE 256<sup>th</sup>, Kent, Washington 98030

## Exhibit D-2 – One-Year Provisional

Kent School District  
One-Year Provisional  
Certificated Employee Contract  
(Non-Supervisory)  
Year

Employee Name  
Address  
City State Zip

Location:

This contract is made by and between the Board of Directors of Kent School District No. 415, King County, Washington (District), and \_\_\_\_\_ (Employee).

This contract is subject to non-renewal pursuant to RCW 28A.405.220 at the end of this contract.

Employee is hereby employed by District to perform assigned services as (\_\_\_\_FTE) certificated staff during the \_\_\_\_\_ school year, which shall include 180 days of service, exclusive of school holidays, school vacations and any regularly scheduled school days cancelled because of inclement weather or emergency.

Employee shall perform such duties as may reasonably be assigned by his or her principal or other supervisor, including such duties and obligations as may be prescribed by the collective bargaining agreement between the District and the Kent Education Association (Association), applicable state and federal statutes and regulations and district policies, procedures and regulations. Employee shall be subject to assignment, reassignment and transfer by the District superintendent or other designated administrative authority who is subject to the limitations of the applicable collective bargaining agreement. Employee shall be granted all the rights and benefits pursuant to the \_\_\_\_\_ provisions of the collective bargaining agreement between the district and the Association. Employee shall receive compensation and benefits as specified in the collective bargaining agreement between the district and the association.

Employee's annual base salary shall be payable in twelve installments commencing on September 30, \_\_\_\_\_ with successive installments being payable on the last working day of each month. December payroll checks shall be distributed on the last scheduled school day preceding the winter vacation.

This contract does not become effective until: (A) Employee registers with the District superintendent's office a valid state Certificate; and (B) Employee signs and returns this contract to the District superintendent's office on or before Date.

In the event Employee fails to sign and return this contract on the terms stated within the time specified, this contract will be withdrawn without any future notice or action. In that instance, the District will consider the Employee to have waived any right to employment with the District.

By the order of the Board of Directors

BY

\_\_\_\_\_  
Superintendent  
Secretary of the Board

\_\_\_\_\_  
Employee Signature

KSD KEA \_\_\_\_\_

Date Signed: \_\_\_\_\_

Administrative Offices, 12033 SE 256<sup>th</sup>, Kent, Washington 98030

### Exhibit D-3 – Two-Year Provisional

Kent School District  
Two-Year Provisional  
Certificated Employee Contract  
(Non-Supervisory)  
Year

Employee Name  
Address  
City State Zip

Location:

This contract is made by and between the Board of Directors of Kent School District No. 415, King County, Washington (District), and \_\_\_\_\_ (Employee).

This contract is subject to non-renewal pursuant to RCW 28A.405.220 during the first two years of employment.

Employee is hereby employed by District to perform assigned services as (\_\_\_FTE) certificated staff during the \_\_\_\_\_ school year, which shall include 180 days of service, exclusive of school holidays, school vacations and any regularly scheduled school days cancelled because of inclement weather or emergency.

Employee shall perform such duties as may reasonably be assigned by his or her principal or other supervisor, including such duties and obligations as may be prescribed by the collective bargaining agreement between the District and the Kent Education Association (Association), applicable state and federal statutes and regulations and district policies, procedures and regulations. Employee shall be subject to assignment, reassignment and transfer by the District superintendent or other designated administrative authority who is subject to the limitations of the applicable collective bargaining agreement. Employee shall be granted all the rights and benefits pursuant to the \_\_\_\_\_ provisions of the collective bargaining agreement between the district and the Association. Employee shall receive compensation and benefits as specified in the collective bargaining agreement between the district and the association.

Employee's annual base salary shall be payable in twelve installments commencing on September 30, \_\_\_\_\_ with successive installments being payable on the last working day of each month. December payroll checks shall be distributed on the last scheduled school day preceding the winter vacation.

This contract does not become effective until: (A) Employee registers with the District superintendent's office a valid state Certificate; and (B) Employee signs and returns this contract to the District superintendent's office on or before Date.

In the event Employee fails to sign and return this contract on the terms stated within the time specified, this contract will be withdrawn without any future notice or action. In that instance, the District will consider the Employee to have waived any right to employment with the District.

By the order of the Board of Directors

BY

\_\_\_\_\_  
Superintendent  
Secretary of the Board

\_\_\_\_\_  
Employee Signature

KSD KEA \_\_\_\_\_

Date Signed: \_\_\_\_\_

Administrative Offices, 12033 SE 256<sup>th</sup>, Kent, Washington 98030



## Exhibit D-4 – Three-Year Provisional

Kent School District  
Three-Year Provisional  
Certificated Employee Contract  
(Non-Supervisory)  
Year

Employee Name  
Address  
City State Zip

Location:

This contract is made by and between the Board of Directors of Kent School District No. 415, King County, Washington (District), and \_\_\_\_\_ (Employee).

This contract is subject to non-renewal pursuant to RCW 28A.405.220 during the first three years of employment.

Employee is hereby employed by District to perform assigned services as (\_\_\_FTE) certificated staff during the \_\_\_\_\_ school year, which shall include 180 days of service, exclusive of school holidays, school vacations and any regularly scheduled school days cancelled because of inclement weather or emergency.

Employee shall perform such duties as may reasonably be assigned by his or her principal or other supervisor, including such duties and obligations as may be prescribed by the collective bargaining agreement between the District and the Kent Education Association (Association), applicable state and federal statutes and regulations and district policies, procedures and regulations. Employee shall be subject to assignment, reassignment and transfer by the District superintendent or other designated administrative authority who is subject to the limitations of the applicable collective bargaining agreement. Employee shall be granted all the rights and benefits pursuant to the \_\_\_\_\_ provisions of the collective bargaining agreement between the district and the Association. Employee shall receive compensation and benefits as specified in the collective bargaining agreement between the district and the association.

Employee's annual base salary shall be payable in twelve installments commencing on September 30, \_\_\_\_\_ with successive installments being payable on the last working day of each month. December payroll checks shall be distributed on the last scheduled school day preceding the winter vacation.

This contract does not become effective until: (A) Employee registers with the District superintendent's office a valid state Certificate; and (B) Employee signs and returns this contract to the District superintendent's office on or before Date.

In the event Employee fails to sign and return this contract on the terms stated within the time specified, this contract will be withdrawn without any future notice or action. In that instance, the District will consider the Employee to have waived any right to employment with the District.

By the order of the Board of Directors

BY

\_\_\_\_\_  
Superintendent  
Secretary of the Board

\_\_\_\_\_  
Employee Signature

KSD KEA \_\_\_\_\_

Date Signed: \_\_\_\_\_

Administrative Offices, 12033 SE 256<sup>th</sup>, Kent, Washington 98030

## Exhibit D-5 – Leave Replacement

Kent School District  
Leave Replacement  
Certificated Employee Contract  
(Non-Supervisory)  
Year

Employee Name  
Address  
City State Zip

Location:

This contract is made by and between the Board of Directors of Kent School District No. 415, King County, Washington (District), and \_\_\_\_\_ (Employee).

This contract is valid only for the current school year subject to automatic termination at the end of the year.

Employee is hereby employed by District to perform assigned services as (\_\_\_FTE) certificated staff during the \_\_\_\_\_ school year, which shall include 180 days of service, exclusive of school holidays, school vacations and any regularly scheduled school days cancelled because of inclement weather or emergency.

Employee shall perform such duties as may reasonably be assigned by his or her principal or other supervisor, including such duties and obligations as may be prescribed by the collective bargaining agreement between the District and the Kent Education Association (Association), applicable state and federal statutes and regulations and district policies, procedures and regulations. Employee shall be subject to assignment, reassignment and transfer by the District superintendent or other designated administrative authority who is subject to the limitations of the applicable collective bargaining agreement. Employee shall be granted all the rights and benefits pursuant to the \_\_\_\_\_ provisions of the collective bargaining agreement between the district and the Association. Employee shall receive compensation and benefits as specified in the collective bargaining agreement between the district and the association.

Employee's annual base salary shall be payable in twelve installments commencing on September 30, \_\_\_\_\_ with successive installments being payable on the last working day of each month. December payroll checks shall be distributed on the last scheduled school day preceding the winter vacation.

This contract does not become effective until: (A) Employee registers with the District superintendent's office a valid state Certificate; and (B) Employee signs and returns this contract to the District superintendent's office on or before Date.

In the event Employee fails to sign and return this contract on the terms stated within the time specified, this contract will be withdrawn without any future notice or action. In that instance, the District will consider the Employee to have waived any right to employment with the District.

By the order of the Board of Directors

BY

\_\_\_\_\_  
Superintendent  
Secretary of the Board

\_\_\_\_\_  
Employee Signature

KSD KEA \_\_\_\_\_

Date Signed: \_\_\_\_\_

Administrative Offices, 12033 SE 256<sup>th</sup>, Kent, Washington 98030

## Exhibit D-6 – Retire/Rehire

Kent School District  
Retired Employee Certificated Contract  
Certificated Employee Contract  
(Non-Supervisory)  
Year \_\_\_\_\_

Employee Name \_\_\_\_\_  
Address \_\_\_\_\_  
City State Zip \_\_\_\_\_

Location: \_\_\_\_\_

This contract is made by and between the Board of Directors of Kent School District No. 415, King County, Washington (District), and \_\_\_\_\_ (Employee).

This non-continuing contract valid only for the current school year subject to automatic termination at the end of the year. This contract is not subject to the provisions of RCW 28A.310.250, 28A.405.210 through 28A.405.240, 28A.405.400 through 28A.405.410, 28A.415.250 and 28A.405.900.

Employee is hereby employed by District to perform assigned services as (\_\_\_\_FTE) certificated staff during the \_\_\_\_\_ school year, which shall include 180 days of service, exclusive of school holidays, school vacations and any regularly scheduled school days cancelled because of inclement weather or emergency.

Employee shall perform such duties as may reasonably be assigned by his or her principal or other supervisor, including such duties and obligations as may be prescribed by the collective bargaining agreement between the District and the Kent Education Association (Association), applicable state and federal statutes and regulations and district policies, procedures and regulations. Employee shall be subject to assignment, reassignment and transfer by the District superintendent or other designated administrative authority who is subject to the limitations of the applicable collective bargaining agreement. Employee shall be granted all the rights and benefits pursuant to the \_\_\_\_\_ provisions of the collective bargaining agreement between the district and the Association. Employee shall receive compensation and benefits as specified in the collective bargaining agreement between the district and the association.

Employee's annual base salary shall be payable in twelve installments commencing on September 30, \_\_\_\_\_ with successive installments being payable on the last working day of each month. December payroll checks shall be distributed on the last scheduled school day preceding the winter vacation.

This contract does not become effective until: (A) Employee registers with the District superintendent's office a valid state Certificate; and (B) Employee signs and returns this contract to the District superintendent's office on or before Date.

In the event Employee fails to sign and return this contract on the terms stated within the time specified, this contract will be withdrawn without any future notice or action. In that instance, the District will consider the Employee to have waived any right to employment with the District. The employee further affirms that he or she is not bound by any other contract that might interfere with the performance of duties pursuant to this contract.

By the order of the Board of Directors

BY \_\_\_\_\_

Superintendent  
Secretary of the Board

\_\_\_\_\_  
Employee Signature

KSD KEA \_\_\_\_\_

Date Signed: \_\_\_\_\_

Administrative Offices, 12033 SE 256<sup>th</sup>, Kent, Washington 98030

**Exhibit E – Supplemental Contract**

**KENT SCHOOL DISTRICT  
EMPLOYMENT AUTHORIZATION  
SUPPLEMENTAL CONTRACT  
Year**

Employee Name  
Address  
City State Zip

Location:

Pursuant to RCW 28A.405.240, the Board of Directors of the Kent School District No. 415 (District), and the Employee whose name appears above (Employee) agree that the Employee shall, in addition to the duties and services under Employee's certificated contract, perform the following assigned special service(s) in the public schools of the District for one year, subject to assignment, reassignment, or transfer by the Board of Directors of the District or its representative(s). Also, in accordance with RCW 28A.405.240, this supplemental contract is not a part of employee's continuing contract, if any, and not subject to the restrictions therein.

Employee shall be granted all the rights and benefits pursuant to the provisions of the applicable collective bargaining agreement between the District and the Kent Education Association. This contract must be signed by the employee and returned to the human resources office not later than fifteen (15) days from the above date or this offer will be considered void. The special assignment pay specified above shall be paid in accordance with the regulations and requirements of the district contained in the policy and procedures book.

By order of the Board of Directors  
of Kent School District No. 415  
King County, Washington

By \_\_\_\_\_  
Superintendent  
Secretary of the Board

\_\_\_\_\_ Employee Signature

KSD KEA \_\_\_\_\_  
Administrative Offices, 12033 SE 256th, Kent, WA 98030

## Exhibit F – Separate Contract

Kent School District  
Employment Authorization  
Separate Contract  
For  
Educational Excellence  
Year

Employee Name  
Address  
City State Zip

Location:

Pursuant to RCW 28A.400.200(4), the Board of Directors of the Kent School District No. 415 (District) and the employee whose name appears above (Employee) agree that the Employee shall be in addition to the duties and services under Employee's certificated contract, be authorized to perform the following assigned additional days/duties in the public schools of the District during the \_\_\_\_\_ school year, subject to assignment, reassignment, or transfer by the Board of Directors of the District or its representative(s). Also, in accordance with RCW 28A.405.240, this separate contract is not a part of Employee's continuing contract, if any, and not subject to the restrictions therein.

Required Extra Days

Effective Education

Special Projects / Class Coverage

This contract must be signed by the Employee noted at the upper left corner of this document and returned to the Human Resources Office no later than fifteen (15) days from the above date. Employee shall be paid in accordance with the District policy and the collective bargaining agreement.

By the order of the Board of Directors  
of Kent School District No. 415  
King County, Washington

BY _____	_____
Superintendent	Employee Signature
Secretary of the Board	
KSD KEA _____	Date Signed: _____

Administrative Offices, 12033 SE 256<sup>th</sup>, Kent, Washington 98030

## Exhibit G – Salary Schedules

### Exhibit G-1 – 2016-17 Base Salary

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135*	MA	MA+45	MA+90 or PhD
0	35,700	36,664	37,663	38,665	41,877	43,946	42,801	46,014	48,085
1	36,181	37,158	38,170	39,215	42,461	44,519	43,277	46,523	48,580
2	36,638	37,625	38,648	39,774	43,011	45,090	43,756	46,993	49,073
3	37,110	38,107	39,140	40,302	43,533	45,662	44,210	47,439	49,569
4	37,573	38,613	39,653	40,855	44,104	46,250	44,686	47,936	50,082
5	38,051	39,096	40,146	41,415	44,652	46,841	45,170	48,409	50,597
6	38,542	39,565	40,650	41,982	45,204	47,404	45,666	48,888	51,087
7	39,405	40,443	41,543	42,947	46,218	48,478	46,595	49,863	52,125
8	40,669	41,763	42,889	44,410	47,724	50,068	48,056	51,371	53,714
9		43,131	44,313	45,888	49,280	51,703	49,533	52,926	55,350
10			45,752	47,442	50,879	53,383	51,088	54,526	57,029
11				49,041	52,553	55,107	52,687	56,200	58,753
12				50,590	54,272	56,903	54,350	57,918	60,550
13					56,033	58,742	56,070	59,679	62,388
14					57,803	60,651	57,842	61,565	64,297
15					59,307	62,229	59,345	63,165	65,969
16 or more					60,493	63,472	60,532	64,429	67,288

\*No entry into this column after January 1, 1992

**Exhibit G-2 – 2016-17 Supplemental TRI Salary  
(44 Deemed Done and 4 Workshop Days)**

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135*	MA	MA+45	MA+90 or PhD
0	9,520	9,777	10,044	10,311	11,167	11,719	11,414	12,270	12,823
1	9,648	9,909	10,179	10,457	11,323	11,872	11,541	12,406	12,955
2	9,770	10,033	10,306	10,606	11,470	12,024	11,668	12,531	13,086
3	9,896	10,162	10,437	10,747	11,609	12,177	11,789	12,650	13,219
4	10,019	10,297	10,574	10,895	11,761	12,333	11,916	12,783	13,355
5	10,147	10,426	10,706	11,044	11,907	12,491	12,045	12,909	13,493
6	10,278	10,551	10,840	11,195	12,055	12,641	12,178	13,037	13,623
7	10,508	10,785	11,078	11,453	12,325	12,927	12,425	13,297	13,900
8	10,845	11,137	11,437	11,843	12,726	13,351	12,815	13,699	14,324
9		11,501	11,817	12,237	13,141	13,787	13,209	14,114	14,760
10			12,201	12,651	13,568	14,235	13,624	14,540	15,208
11				13,078	14,014	14,695	14,050	14,987	15,667
12				13,491	14,473	15,174	14,493	15,445	16,147
13					14,942	15,665	14,952	15,914	16,637
14					15,414	16,174	15,424	16,417	17,146
15					15,815	16,594	15,825	16,844	17,592
16 or more					16,131	16,926	16,142	17,181	17,943

\*No entry into this column after January 1, 1992

## **Exhibit H – Insurance Benefits**

Kent School District / Kent Education Association  
August 26, 2013

The Kent School District and Kent Education Association have agreed that the district will provide the following mandatory insurance program and options for employees to choose from as provided in Section 6.9, of the Negotiated Agreement. Changes to this list are subject to negotiation.

WEA Select Dental Plan: Washington Dental Service Plan 1 Incentive Care

WEA Select Dental Managed Care Plan: Washington Dental Service Delta Care Managed Care

Cigna Long-Term Disability

Cigna Group Term Life/AD&D

Willamette Dental Managed Care

Group Health Cooperative of Puget Sound

Premiera Blue Cross WEA Select PPO 2, PPO 3, PPO 5, EasyChoice (A, B, C) and QHDHP

It is further agreed that the district shall continue to maintain automatic payroll deductions without any contribution of district funds for those employees who elect to continue the following coverage:

Cigna Short-term Disability

Cigna Voluntary Life/AD&D

United Health Care Vision

Unum Long Term Care Insurance

Hyatt Premier Legal Plan

Colonial Plans (available ONLY for employees who are currently plan participants)

- Colonial Short Term Disability (Sickness)
- Colonial Cancer
- Colonial Accident
- Colonial Intensive Care

Dated this 9th day of August, 2013.

FOR THE ASSOCIATION

FOR THE DISTRICT

---

President

---

Chief Human Resources Officer



## Exhibit H-1 – Declaration of Domestic Partnership

Employer's Name: KENT SCHOOL DISTRICT

I, \_\_\_\_\_, declare that \_\_\_\_\_  
Employee's Name (Please print last name, first name) Domestic Partner's Name (Please print last name, first name)

and I are domestic partners. I request that my partner be enrolled in my medical and/or dental and vision plan effective

\_\_\_\_\_.  
Date (MM/DD/YYYY)

We:

1. Share a household;
2. Have a close personal relationship in place of a lawful marriage;
3. Are both responsible for our basic living expenses, as defined below;
4. Are not married to anyone;
5. Are each at least 18 years of age;
6. Are not related by blood so close it would bar marriage in Washington State;
7. Were mentally competent to agree to a contract when our domestic partnership began, and;
8. Are each other's only domestic partner and responsible for each other's welfare.

"Basic living expenses" means the cost of food, shelter, and other common household expenses. Partners do not need to pay for these expenses equally or jointly, but they must agree they are both responsible for them.

Employees should consult an attorney. This declaration may have other legal and/or financial consequences. If the domestic partnership ends, for instance, a court might treat the relationship similar to a marriage for establishing and dividing community property, assigning community debt, or the payment of support.

We understand that:

1. This declaration will end upon the death of the domestic partner or there is a change of the circumstances noted above.
2. We will notify my payroll or personnel representative if the domestic partnership no longer meets all of the above criteria. We will do this by filing a Declaration of Termination of Domestic Partnership within 30 days of the change.

We declare under penalty of perjury that the information on this form is true, and that we meet all provisions of this declaration.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Domestic Partner Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date of Birth (MM/DD/YYYY)

\_\_\_\_\_  
Date of Birth (MM/DD/YYYY)

\_\_\_\_\_  
Date (MM/DD/YYYY)

\_\_\_\_\_  
Date (MM/DD/YYYY)

Return Original to:  
Kent School District, Human Resources  
12033 SE 256<sup>th</sup> Street, A-100  
Kent, WA 98030-6643

**Exhibit I – Waivers**

**Exhibit I-1 – Waiver Form**

**Step 1 - Building/Site Action**

Contractual Provision Affected:

Article:

Section:

Specify the change requested (continue on reverse if space below is inadequate):

Group(s) (site/program/grade(s)) significantly affected by this change:

Total number of KEA-represented employees affected by this change:

Number of KEA-represented employees who support this change:  
(Please submit written evidence of two-thirds support to KEA president)

Building/Site:

Principal (Identify if one exists):

KEA Building Rep. (print and sign): \_\_\_\_\_

Date approved:

Date effective:

Send completed, approved form to KEA Office for review, copy to principal.

**Step 2 - KEA President's Action**

Approved

Disapproved

Reasons if disapproved:

By: \_\_\_\_\_  
KEA President Date

- Send copy to Building Rep and HR Office

---

**Step 3 - HR Office Action**

☐ Approved

☐ Disapproved

Comments or explanation of disapproval:

By: \_\_\_\_\_  
KSD Human Resources Date

Send copy to KEA president and principal

## **Exhibit I-2 – Waiver Process**

The waiver process is intended to reaffirm the commitment of the Association and the District in creating a sound educational environment in each unique school setting. The following steps specify the procedure for securing a waiver per the collective bargaining agreement in Article XII (Waivers and Other Agreements) and Exhibit I-1 (Waiver Form).

### **A. Building Process**

Staff in a school building may develop a plan for improving a sound educational environment that conflicts with the language of the current collective bargaining agreement, as recognized in Article XII. It is expected that the building representative from KEA and a school building administrator will share potential arrangements or actions with each other in informative conversations.

#### **1. Initiation of the Process**

KEA is the primary initiator of the waiver process. As such, the KEA Building Representative or designee has primary responsibility for incorporating the proposed arrangement or action into a waiver letter of agreement (the "Waiver LOA") and guiding the Waiver LOA process at the building level.

#### **2. Role of the KEA Building Representative/Designee**

- a. It is the responsibility of the Building Representative/designee, as the key player at the building level, to: (1) oversee preparation and completion of the first page of the Waiver LOA form; (2) determine, by written proof in a manner acceptable to the KEA President, whether at least two-thirds of the staff affected by the potential LOA agree with the proposed arrangement or action; and (3) if the requisite support exists, thereafter notify the building principal.
- b. The Building Representative shall promptly forward the completed Waiver LOA to the KEA President for final Association approval, with a copy to the principal.

#### **3. Role of the Principal**

- a. The principal/designee plays a participatory role in the process of consideration of a potential LOA.
- b. In the process, building administrators shall not (1) conduct any formal or official staff vote on a potential arrangement or action (in contrast to staff/administrator discussion of the merits of a potential arrangement or action) or (2) threaten or coerce any staff member to support or endorse a potential Waiver LOA.

## B. KEA Processing

1. Upon receipt of a Waiver LOA form from a building, the KEA President or designee shall then review and decide approval/disapproval within fifteen (15) calendar days, unless holidays or vacation breaks necessitate a somewhat longer period.
2. In the event of approval by the Association, the form shall be forwarded to the Human Resources Office no later than ten (10) calendar days after approval.
3. In the event of disapproval, (1) the reasons shall be briefly stated on the second page of the Waiver LOA form and (2) the form shall be returned to the submitting Building Representative/designee, with a copy to the principal, within ten (10) calendar days.

## C. Human Resources Office Processing

1. The final step in the process is approval (or disapproval) by the Assistant Superintendent for Human Resources or designee, a decision to be made within fifteen (15) calendar days of receipt from the KEA President, unless somewhat delayed by holidays or vacation breaks.
2. The fully completed Waiver LOA shall then be sent to the KEA President and the principal of the affected building.
3. In the event of disapproval, the reasons shall be briefly stated on the second page of the Waiver LOA form.

## **Exhibit J – Performance Evaluation Forms**

### **Exhibit J-1a – 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

## Exhibit J-1b – 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

## Exhibit J-2 – 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?	



### Exhibit J-3 – 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						

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

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 Evaluator

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 Date

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 Certificated Employee

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 Date

## Exhibit J-4a – 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 J 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>		<b>Results</b>										
<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%		
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

## Exhibit J-4b – 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 J 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>												
<b>Goal</b>												
<b>Rating of goal by evaluator at goals conference under the appropriate rubric:</b>												
<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%	<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

## Exhibit J-4c – 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 J and should be considered in setting goals. Teachers on a Focused Evaluation only use the sections that are relevant to their selected criteria.

### Criterion 8

#### Student Growth 8.1—Collaborative

Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning of content

- Goals are specific, measurable, time-bound, align to content standards and decided collaboratively
- Goals demonstrate a significant impact on transferable skills and student learning
- Teacher consistently and actively contributes multiple sources of data to collectively determine evidence of student learning
- Teacher engages in data-based reflection with team and adjusts practice accordingly
- Teacher implements team decisions regarding instruction and assessment

#### Goal

Rating of goal by evaluator at goals conference under the appropriate rubric:

\_\_\_\_\_  
Evaluator

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

6. Using multiple student data elements to modify instruction and improve student learning.	<b>A1</b>	Self-assessment of learning connected to the success criteria							f
	<b>A2</b>	Demonstration of learning							
	<b>A3</b>	Formative assessment opportunities							
	<b>A4</b>	Collection systems for formative assessment data							
	<b>A5</b>	Student use of assessment data							
	<b>6.1</b>	Establish Student Growth Goal(s)	SG Score (4 points possible)						
	<b>6.2</b>	Achievement of Student Growth Goal(s)	SG Score (4 points possible)						
7. Communicating and collaborating with parents and the school community.	<b>PCC3</b>	Parents and guardians							g
	<b>PCC4</b>	Communication within the school community about student progress							
8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.	<b>PCC1</b>	Collaboration with peers and administrators to improve student learning							h
	<b>PCC2</b>	Professional and collegial relationships							
	<b>PCC5</b>	Supports school, district, and curriculum, policy and initiatives							
	<b>PCC6</b>	Ethics and advocacy							
	<b>8.1</b>	Establish Team Student Growth Goal(s)	SG Score (4 points possible)						

			(a+b+c+d+e+f+g+h) = Summative Rating	<b>Total:</b>	
<b>Student Growth Impact Rating</b> (Comprehensive Eval only)	<b>3.1</b>	Establish Student Growth Goal(s)		3.1 + 3.2 = X	
	<b>3.2</b>	Achievement of Student Growth Goal(s)			
	<b>6.1</b>	Establish Student Growth Goal(s)		6.1 + 6.2 = Y	
	<b>6.2</b>	Achievement of Student Growth Goal(s)			
	<b>8.1</b>	Establish Team Student Growth Goal(s)		8.1 = Z	
			(X+Y+Z) = Impact on Student Learning Score	<b>Total:</b>	

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

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Evaluator

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Date

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

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Certificated Employee

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Date

Statement attached: Yes / No

OSPI-Approved Summative Scoring Band				OSPI-Approved Student Growth Impact Rating Scoring Band		
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			
Unsatisfactory	Basic	Proficient	Distinguished	Low	Average	High

*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*



## **Exhibit K – Memoranda of Understanding**

### **Exhibit K-1 – MOU regarding Alternate Calendar/Late Arrival**

#### **Memorandum of Understanding between Kent School District #415 and Kent Education Association**

##### **A. Late Arrival Dates**

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

	<b>Date</b>	<b>Elementary Directed by</b>	<b>Secondary Directed by</b>
1	9/21/2016	Principal	Principal
2	10/12/2016	Individual Employee	Individual Employee
3	11/30/2016	Principal	Principal
4	1/11/2017	Principal	Individual Employee
5	2/8/2017	Individual Employee	Principal
6	3/1/2017	Principal	Individual Employee
7	3/22/2017	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

##### **B. 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 to 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 2016-2017 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.

FOR THE ASSOCIATION

FOR THE DISTRICT

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President

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Chief Human Resources Officer

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Date

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Date

## **Exhibit K-2 – MOU regarding iGRAD Program**

### **Memorandum of Understanding between Kent School District #415 and Kent Education Association**

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:

#### **A. Section 1.1: Recognition**

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

#### **B. Sections 6.4.I.4: 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.

#### **C. Section 4.5.C.1: Rights, Responsibilities and Authority of Teachers**

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

#### **D. Section 4.6: Employment Contracts Supplemental Contracts (Summer School only)**

1. 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.
2. 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:
  - a. 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.
  - b. Summer workshop days will be pro-rated for part-time employees.

E. Section 4.9: 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.)

F. Article V: Leaves

1. 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.
2. 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.
3. 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.
4. All other leave provisions in the collective bargaining agreement will apply.

G. Section 6.1: 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.

H. Section 6.2: 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.

I. Section 6.4.I.5: Effective Education

1. 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.
2. The District will pay staff for time at per diem and any fees for all additional required training or meetings.

J. Section 6.4.K: IEP Stipend

1. Any iGrad Special Education teacher will possess a valid special education endorsement.
2. For Summer Staff only:

- a. 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.
  - b. iGrad evaluations and IEPs completed by ESA staff during the summer will be paid at per diem.
- 3. During the regular school year:
  - a. 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.
  - b. 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.
- 4. 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.

#### K. Section 7.1: Workday

- 1. 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.
- 2. 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. 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.
- 3. 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.

#### L. Section 7.1.J: Alternate Calendar/Late Arrival Days

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

M. Section 7.2: Workload

1. 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.
2. A 0.1 FTE iGrad certificated employee will have no more than 25 students and a 3.75 hour workday one day each week.
3. 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.
4. 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.
5. 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 College (GRCC) program.
6. 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.

N. Section 7.8: 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.

O. Section 7.10: High School Advisory

The High School Advisory language, Section 7.10, will not apply to the iGrad program.

P. Terms of the Agreement:

1. All provisions of the collective bargaining agreement not modified by this MOU shall remain in full force and effect.

2. In consultation with the certificated employees of the iGrad program, KEA and KSD will meet by May 1 of each year to review this MOU and to recommend adjustments, if needed, to the parties' respective negotiating teams.
3. The Memorandum of Understanding (MOU) shall become effective upon signature of the parties and shall expire at the conclusion of this current collective bargaining agreement, 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.
4. This process and MOU Agreement neither establishes past practice nor sets precedent for addressing future iGrad concerns

FOR THE ASSOCIATION

FOR THE DISTRICT

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President

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Chief Human Resources Officer

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Date

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Date

## **Exhibit K-3 – MOU regarding WaKIDS**

### **Memorandum of Understanding between Kent School District #415 and Kent Education Association**

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:

- A. For the 2016-2017 school year, all elementary schools required by Washington State will participate in the WaKIDS assessment for Kindergarten students.
- B. 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 Learning for this pay. Payment will be made in the next available pay warrant. This is in addition to any elementary overload pay.
- C. 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.
- D. 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.
  - 1. 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).
    - a. 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.



- b. 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.
  - c. Teachers can be reimbursed for mileage to and from WaKIDS training by submitting a mileage reimbursement request to the Director of Early Learning using the Mileage Manager on Stafflink.
  - d. 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).
  - e. 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.
2. 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.
  3. 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.
- E. 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.
  - F. 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.
  - G. 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 the fall parent conferences. The remaining four objectives (social/emotional, physical, language, and cognitive) must be uploaded by the October 31st state deadline.

- H. 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 Directory of Early Learning.
- I. Schools choosing to administering 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 the 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.

FOR THE ASSOCIATION

FOR THE DISTRICT

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President

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Chief Human Resources Officer

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Date

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Date

**Exhibit K-4 – MOU regarding Safety and Security**

**Memorandum of Understanding  
between  
Kent School District #415  
and  
Kent Education Association**

The District and the 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 Section 4.1 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 2016-2017 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/risk assessment.” Further, the committee will outline in its protocol the procedure for a student who brings and or/uses weapons, dangerous devices or who physically touches school staff in a manner that is designed to threaten, intimidate or harm staff.

FOR THE ASSOCIATION

FOR THE DISTRICT

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President

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Chief Human Resources Officer

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Date

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Date

**Exhibit K-5 – MOU regarding TPEP Implementation**

**Memorandum of Understanding  
between  
Kent School District #415  
and  
Kent Education Association**

**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 Section 8.1. Any reopeners or changes to contract language must be mutually-agreed.

FOR THE ASSOCIATION

FOR THE DISTRICT

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Human Resources Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date