

**Kent Education Association / Kent School District
2020 CBA Negotiations
Tentative Agreement
Compilation Document**

Strikethrough indicates previous language that no longer applies.
Underline indicates new language agreed upon.

Amend Section 3.6 to read as follows:

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

A. Payroll Deductions

1. The Association shall give written notice to the District Finance Office of: the dollar amount of dues required of an Association member which are to be deducted during the school year under payroll deduction. This amount shall not be subject to change without at least thirty (30) days written notice to the District Finance Office. Any such change shall be implemented by the District within sixty (60) days of the written notice to the District Finance Office.
2. The deductions authorized above shall be made in twelve (12) equal amounts, one from each pay warrant, allowing for an adjustment following ratification of this Agreement. Employees who commence employment after September or terminate employment before August shall have their deductions prorated for the months the individual is employed.
3. The District Finance Office agrees to promptly remit directly to the Association all monies so deducted, accompanied by two copies of a list of employees for whom the deductions have been made.
4. The Association agrees to reimburse any employee for any sums deducted in excess of the total amount due to the Association at that time, provided that the Association or its affiliate actually received the excessive amount.
5. Voluntary Political Contributions. Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-17-100, and be revocable by the employee at any time. The Association shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110. No later than October 1 of each year, the Association shall send the District a list of the names of Association members who have authorized payroll deductions as of the above date.

B. Membership Authorization

1. ~~Within ten (10) days of their commencement of employment, e~~Employees may sign and deliver to the Association a membership form which ~~District an Assignment of Wages~~

~~Form, which form shall authorize deduction of membership dues required of a member of the Association as outlined in RCW 41.59.060.~~

2. The District will rely on information provided by the Association regarding the authorization and revocation of dues deductions pursuant to RCW 41.59.060.

32. 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 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.~~

DC. 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.

Amend Section 4.1.B-C to read as follows:

B. Safety, Health and Security

The District and Association are jointly committed to protecting the safety, health, and security of all students and staff and that workplace safety and health regulations should be incorporated into all aspects of the operation of the district. An optimal teaching and learning climate for staff and students requires that everyone is committed to implementing policies and procedures, including student discipline procedures, that make certain schools are safe and respect the rights of students and employees.

C. Assaults and Harassment

1. For the purposes of school discipline, as stated in Procedure 3241P: "assault"-means actual or attempted hitting, striking, or other wrongful physical contact inflicted on another either directly or indirectly through an object; "threat of violence" means a threat to cause bodily injury, significant property damage, or to cause the physical confinement or restraint of the person threatened, or any other act causing substantial harm to the physical or mental health of the person threatened. ~~and/or a verbal racial threat or credible threat to do physical harm in accordance with all applicable state laws. See also Section 4.5.C as it relates to assaults.~~
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.

4. When there is reasonable belief of imminent assault or harassment, any student found to have assaulted, ~~made a threat~~ made a threat ~~against, or 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. conduct a threat assessment process, when appropriate, that includes both school and district staff and considers levels of risk; social, emotional and behavioral factors that promote a safe and civil work environment; and a wide range of interventions and sanctions to maximize staff and student safety while maintaining students' due process rights. A copy of the District threat assessment protocol is available from the building principal or employee supervisor and staff will be informed of the protocol annually.
 - c. conduct an employee safety protocol ~~assault response process~~ in the event of a ~~physical harmful contact assault~~ of a staff member by a student. See Exhibit L for the Employee Safety Assault Response Protocol.
 - d. 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.
 - e. notify law enforcement agencies regarding such misconduct, when the District determines it is appropriate, and remind the employee of his or her right to contact law enforcement;
 - f. cooperate in the prosecution of offenders charged for such misconduct; and
 - g. 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.

G. 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 and/or electronic monitoring systems at each worksite every year and an updated list whenever new devices are installed.
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 ~~herein this Memorandum of Understanding.~~
4. Video cameras and other electronic monitoring equipment or systems may be used in common areas, such as hallways, playgrounds, 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 notify KEA when it is determined that the video will be used as evidence and furnish a copy of the video recording or electronic monitoring system records used before a meeting with the employee is held.
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.

Amend Section 4.1.H to read as follows:

H. 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~~d~~ 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 for the welfare, growth, and development of children, and (c) an insistence upon objective scholarship.
8. Teachers will exercise professional judgment in determining needs of students to achieve unit and lesson objectives aligned with District adopted curriculum. Teachers are encouraged to share modifications and supplemental lessons with their colleagues in an ongoing effort to improve the curriculum.

9. Instructional Materials Committee. The Association will recommend two representatives from the elementary, middle, and high school levels who will become members of the Instructional Materials Committee, provided such lists are submitted in a timely manner and represent all levels of the appropriate instructional program. The District shall notify the Association of the formation of the Instructional Materials Committee each school year to allow the Association to provide the appropriate lists as identified herein. The District will provide the Association with the curriculum adoption schedule for each school year.

Amend Section 4.5.B and 4.5.C to read as follows (and update Exhibit L – Assault Response Protocol accordingly):

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.

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

i. 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.

ii. 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.

iii. 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.

iv. If it is not possible to safely remove student from the learning environment and the other students are moved to an alternative location, the Principal or designee and the teacher will, in consultation with the District, as appropriate, will determine what lead to the behavior that caused the incident, how to address the behavior, and identify necessary support. This analysis will include input from the parent and student, when appropriate, and will be conducted within five (5) school days of the incident.

v. The District or building administrator will provide resources and support to the impacted teacher in instituting social/emotional support for students that may be necessary when transitioning back into the classroom.

vi. On a monthly basis, the District and the Association will meet to share and review the number of times classes are displaced District-wide and the supports that have been provided for teachers and students in response to these incidents during labor/management meetings and discuss any necessary next steps.

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.

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 appropriate action as is necessary to protect ~~herself~~ ~~or himself~~ ~~themselves~~, a fellow employee, or administrator, or a student from attack, physical abuse or injury.

Employees are expected to use their best professional judgment and follow District policies and procedures when determining how to respond to each situation. Employees are not expected to physically intervene unless an IEP or BIP indicates otherwise and the employee has up to date training.

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 harmful physical contact or verbal ~~assault~~ threat upon against 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 recent 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 and given a copy of any active behavior plans and related documents prior to the student's first day in class.
 - a. A written plan for behavior improvement and specific behavior expectations shall be developed by the principal or designee and the appropriate employee(s). The principal or designee 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 as soon as reasonably possible before the student will be admitted to the class, provided such exclusion is permissible under applicable student discipline laws, rules, and regulations. If the employee does not agree with the plan, and at least two previous plans or plan revisions have been tried for this or similar behaviors, an appropriate district-level administrator will attend class with the student for the equivalent of a full school day and mediate a mutually-agreed plan, including possible alternative classroom placements or staff reassignments, until mutual agreement is reached.
 - b. If a student is already the subject of a current Functional Behavioral Analysis (FBA), Behavioral Intervention Plan (BIP), an Individualized Education Plan (IEP), a 504 Plan, or some other written plan based on the student's education and/or behavioral needs, the school need not create another plan under this section, except as required by state or federal law. Under such circumstances, however, the plan shall be shared with other employees or personnel as required by this section. A student may only be excluded from school or a classroom under this section if such exclusion is not in conflict with state or federal law.
7. For the purposes of this section, "history of violent and threatening behavior" includes serious violent acts or threats to commit serious violent acts of which the school has notice and which have occurred within a sufficiently recent period of time so as to warrant concern from a reasonable person that the student may pose a threat to staff or other students.

Amend Section 4.6 to read as follows:

Section 4.6 – Employment Contracts

A. General Conditions

1. No employee shall be employed in a position of a certificated employee with the District except by written order of a majority of the Board of Directors of the District at a regular or special meeting thereof, nor unless the employee is the holder of a valid certificate required by law or the State Board of Education for the position for which the employee is employed.

2. The Board shall make with each employee employed by it a written contract, which shall be in conformity with the laws of the state, and except as otherwise provided by law, limited to a term of not more than one year. The contract forms for regular, supplemental, and separate contracts are attached hereto as Exhibits D, E, and F. 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:
 - 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. Length of Contract. The length of the annual employee base contract shall be 187 workdays: 180 student school days and seven (7) non-instructional workdays scheduled as described in this section.

- a. One (1) day before the first student day of each school year 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 will work two (2) building-directed workshop days. These days will be scheduled on the two days before the floating prep day in (a) above.
- c. There will be four (4) additional mandatory workshop days. These 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 employee directed in 2018-19 and 2019-20)
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. 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. Employees may use the leaves described in Article V on these days.

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;
 - 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. Psychologists: ten (10) days in addition to Preservice Days (4.6.B.2.a&b), ~~(a) and (b) above~~. Three (3) days will be used between August 15 and the start of the school year. One (1) day will be used immediately after the school year. The remaining six (6) 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.
- b. Secondary counselors: ten (10) days in addition to Preservice Days (4.6.B.2.a&b), ~~(a) and (b) above~~
- c. Elementary counselors and social workers: three (3) days in addition to Preservice Days (4.6.B.2.a&b), ~~(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.
- d. Secondary librarians: ten (10) days in addition to Preservice Days (4.6.B.2.a&b), ~~(a) and (b) above~~
- e. Elementary librarians: five (5) days in addition to Preservice Days (4.6.B.2.a&b), ~~(a) and (b) above~~
- f. Vocational employees: as mandated by the District’s vocational program and accreditation requirements
- g. Curricular leaders: based on the following teacher FTE formula:

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

h. Nurses:

- i. Nurses shall be released from District/Building directed activities occurring during ~~(a) & (b)~~ Preservice Days (4.6.B.2.a&b) above.
 - ii. Nurses will receive additional days beyond ~~(a) & (b)~~ Preservice Days (4.6.B.2.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.
- I. Teaching & Learning Program Specialist: ten (10) days, in addition to Preservice Days (4.6.B.2.a&b). These days will be determined in collaboration with the employee(s) and the supervisor.

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.

Amend Section 4.7.C to read as follows:

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 Executive Director of Learning Improvement ~~school improvement officer~~ and the appropriate Human Resources administrator. See Section 4.7.F for compensation for such assignment change. 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. After the first contracted work day, the District and Association shall meet to discuss any changes of assignment and reach agreement before the change is made. 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.

Amend Section 4.7.E. as follows:

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. (see also 7.2.A.5.g)

Amend Section 4.7.I to read as follows:

- I. **Co-teaching.**
- a. Prior to assigning a co-teaching assignment the District will seek input from staff and every effort will be made to assign co-teachers who have agreed to work together. Furthermore
 - b. The District will provide each teacher given a co-teaching assignment with professional development on effective co-teaching, if requested. If Whenever possible, the training will be provided before the beginning of the teaching assignment.
 - c. Every effort will be made to schedule co-teachers so they have common planning time. If co-teachers do not have common planning time, PEE time will be provided to help facilitate common planning opportunities.
 - d. See Section 7.2.A.9.b.iii for class size/workload. The total number of enrolled students, general education and special program (IEP and ELL) students will be allocated to the general education teacher's class size and daily enrollment count, while only the students on the special program teacher's roster will be counted on the special program teacher's workload.

Amend Section 4.9.J "Involuntary Transfer" to read as follows:

- J. In an effort to support the professional growth and retention of new employees and employees with a documented need to improve performance, the following categories will be exempt from IVT unless there is an agreement between the parties per Section 4.11 (Staff Reallocation):
- those employees holding provisional contracts will be exempt from the involuntary transfer process, ~~as well as~~
 - any employee who ~~is in the process of pursuing~~ has registered prior to March 1 of the current year for National Board certification,
 - any employee who has been placed on Probation, ~~and and/or~~
 - any teacher with more than five (5) years teaching experience who received notification that they are trending basic if evaluations have not been completed at the time of the IVT or the teacher received a summative rating of "Basic" or lower on the Eight State Criteria summative evaluation appraisal during the current school calendar year if the IVT occurs after evaluations have been completed.

~~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.

Amend Section 5.1 to read as follows:

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 if the employee is absent in excess of three (3) consecutive working days.

G. Employee Use of Sick Leave

Employees may use sick leave when they are unable to attend work because of ~~illness or injury~~ the reasons stated in RCW 49.46.210:

1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.
2. To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care; and
3. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
4. For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

H. Child

1. Employees may use sick leave for the illness of their child with a mental or physical illness, injury, or health condition; care of a child who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a child who needs preventive medical care under the age of 18 that requires supervision or medical treatment. For the purpose of this Section 5.1 the word "child" will have the same definition as stated in RCW 49.46.210, which is a biological child, adopted child, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status. 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 allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care. ~~care for a child, spouse, domestic partner, parent, parent in law, grandparent.~~ For purposes of this Section 5.1, "family member" means any of the following:

- a. A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- b. a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;
- c. a spouse;
- d. a registered domestic partner;
- e. a grandparent;
- f. a grandchild; or
- g. A sibling;
- h. 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.

...

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 KEA staff per building (rounded up to the nearest whole number) will be granted leave for any given day. Discretionary leave 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 will be counted as two (2) days. If used on the days listed above and the discretionary leave balance is less than two (2) days, after the discretionary leave balance is exhausted using the two for one ratio, leave without pay will be deducted for the time not covered by available EDL using a one for one ratio (straight time).
- 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. Approval or denial from HR will be determined with-in three (3) days of the request being submitted.
 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, three (3) days of discretionary leave may be carried forward for use in the following year (for a total of six (6) 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 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

resign or retire must be submitted to human resources by April 1 or the daily guest teacher rate will be used for leave cash out purposes.

...

Amend Section 5.9 to read as follows:

Section 5.9 – Professional Leave

- A. With the approval of the building or department administrator 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. Appropriate use of Professional Leave may include state or national conferences and school building, District, or other professional development and training.
- 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.

Amend Section 5.11 to read as follows:

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 ~~Worker's~~ Compensation coverage in compliance with state law. Out of pocket medical expenses arising from workplace injuries are covered and reimbursed pursuant to the District's Workers' Compensation coverage provided a claim is properly filed. 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 ~~Worker'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~~ If an employee is harmed by a student in a manner that qualifies as a job-related injury under applicable Worker's Compensation rules and regulations, 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.

...

[New]

Section 5.16 – Paid Family and Medical Leave (PFML)

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave Insurance Act. Eligibility for this leave will be based on the provisions contained in the Act (RCW 50A.15.010)

The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law.

...

Amend Section 6.1 to read as follows:

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 base salary schedule in this Agreement. For the ~~2019-20~~ 2020-21 school year, each cell of the base salary schedule shall be increased by 5.0% above the 2019-20 school year, inclusive of any inflationary adjustment made to the state's revenue formulas. For the 2021-22

school year, each cell of the base salary schedule shall be increased by 1.0% above the 2020-21 school year plus any inflationary increase funded by the state pursuant to RCW 28A.400.205.

Commented [RTJ(1)]: Note: The intent is that these percentages apply to the total salary schedule (including base, enrichment, and PEE). The individual amounts of each of these TBD.

B. Compliance

It is the intent of the parties to comply with the limitations imposed by state law. 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 according to the following criteria established by this Agreement ~~beginning with the 2018-19 school year:~~

1. Criteria established for experience and education as defined in Chapter 392-121 WAC and OSPI reporting guidelines for the S-275 report for the 2017-18 school year, except as modified within this subsection C;
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 subsection D, below.
3. Experience for employees in positions requiring an educational staff associate (ESA) certificate shall include experience in all prior positions that required professional certification or licensure.
4. Experience and education recognized by the District for salary schedule placement prior to the 2018-19 school year shall continue to be recognized.
5. Employees who were employed by the District in the 2017-2018 school year, who had a Bachelor's degree and 135 credits prior to January 1, 1992, will be placed in the MA+45 column.

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.

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 the criteria defined in subsection C above.

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.

F. Per Diem

For the term of this agreement, the phrase "per diem" is defined as the amount included in Exhibit G-4, which reflects a 5.03-1% increase above the ~~2017-2018~~2019-2020 per diem rates for the ~~2018-2019~~2020-21 school year and by 1.0% above the 2020-21 school year plus a 3% any inflationary increase funded by the state pursuant to RCW 28A.400.205 ~~above the 2018-2019 per diem rates~~ for the ~~2021-22~~2019-2020 school year.

Amend Section 6.2 to read as follows:

Section 6.2 – Commitment Payment, Certification Stipends and Support

A. Commitment Payment

A fall incentive for continued commitment to employment shall be paid in the November pay warrant. This amount will not be annualized and is accounted for in the base salary schedule (Exhibit G-1). This amount is equal to \$2000.00 for employees up to and including Step 8 and \$2600.00 for employees at Step 9 and above.

B. 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. Completion of National Board Certification: The Kent School District will reimburse National Board Candidates their application and registration fees incurred ~~during their employment with KSD on or after September 1, 2013,~~ up to a maximum of \$2,500 upon successful completion during their employment with KSD of their National Board Certification upon submission of a reimbursement form with receipts attached. Reimbursement must be requested by August 31 of the year such certification is completed. This reimbursement will be disbursed as a lump sum payment.
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. Renewal of National Board Certification: Once an employee's National Board Certification expires, the employee is responsible for renewing their certificate and 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 for that year.~~ If requesting reimbursement of application and registration fees incurred during their employment with KSD, a reimbursement form, receipt and copy of the updated certificate must be turned into Finance by August 31 of the year such renewal is completed, no later than February 15 of the current school year. ~~This deadline will be extended if the candidate submits a letter of extension from the National Board.~~

C. ProTeach Certification

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

D. C. 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.

*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.

~~E.~~ D. Board Certified Behavior Analyst Stipend

An employee who is not otherwise receiving a stipend under paragraphs C or E above is eligible to receive an annual stipend from the District in the amount of \$5,000 per school year for national certification as a Board Certified Behavior Analyst. This stipend will be paid on the same schedule and terms as described in paragraph E.2 above.

Amend Section 6.3 to read as follows (this is tied to agreement on Section 6.1 – Salary):

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 (7 hours) = ~~\$154~~175
2. Half day (4 hours) = ~~\$88~~ 100
3. Extended half-day (5 hours) = ~~\$110~~ 125
4. Full-day without planning period (8 hours) = ~~\$176~~ 200
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 calculated after the school year has completed and paid to eligible regular guest teachers in July.
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.
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:
 - 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

Guest teachers shall be provided basic and optional benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by the SEBB. The District will not sever the employee/employer relationship with guest teachers for the purpose of avoiding initial or ongoing SEBB benefit eligibility.

~~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.~~
 - ~~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-37), and then only after the 20th day of that assignment. When sick leave is applicable, compensation shall be the same as the compensation the guest teacher would have received had such guest teacher not taken sick leave.
 3. For any absence in excess of five (5) consecutive working days, certification must be made by a practicing licensed health care provider that absence was due to illness or injury, and must be renewed every ten (10) days unless other arrangements are approved by Human Resources. After an employee uses fifteen (15) days of sick leave during any one school year, the District may require certification by a practicing licensed health care provider that any additional use of sick leave is due to illness or injury.
 4. In the case of a strike or work stoppage by any association or union associated with the Kent School District, the Board of Directors reserves the right to ask for a doctor's validation of illness provided the Board acts to give advance notice that this provision will be implemented during a specific time.
 5. "Emergency: for the purposes of this Section shall be limited to a serious illness, injury or disability of the spouse or dependent child of the employee which necessitates the presence of the employee to care for the family member as certified in writing by the employee's licensed health care provider. The Kent School District may require the employee to furnish evidence that no alternative to the employee's absence is practicable."
 6. Guest teachers shall not be eligible for the Attendance Incentive Program.
- F. The District shall furnish the Association a listing of all guest teachers employed by the District for more than thirty (30) days in the preceding school year and who are still on the guest teacher list for the current school year. The list shall be provided to the Association by September 30 of each year. In addition, a list of long-term guest teachers shall be provided to the Association quarterly.
- G. All sections of this agreement shall apply to guest teachers except for the following:
1. 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.

Amend Section 6.4.A to read as follows:

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

Yearbook Annual	\$3,0032,730
Band	\$6,3535,775
Debate	\$3,2402,945
*Drama	\$3,8272,945
*Musical	
Production Director	\$3,8274,785
Instrumental Director	\$1,2714,155
Choral Director	\$1,2714,155
*per production for a combined maximum of two productions per year	
Newspaper/Electronic Media and Bulletins	\$2,8882,625
Orchestra	\$4,6784,253
Vocal Music	\$4,6784,253
Activity Coordinator	\$7,6816,983
Senior Class Advisor	\$1,1554,050
Class Advisor (Freshman, Sophomore, and Junior)	\$578525

MIDDLE SCHOOL

Activity Coordinator	\$2,8882,625
Yearbook Annual	\$2,0794,890
Drama	\$2,0794,890
Newspaper/Electronic Media and Bulletins	\$2,0794,890
Band	\$3,1192,835
Jazz Band	\$2,3102,100
Orchestra	\$2,3102,100
Vocal Music	\$2,3102,100

ELEMENTARY

Band	\$3,0032,730
Stipend to cover <u>two (2) seven (7) out of contract day evening</u> events/festivals <u>per school</u> , distribution and maintenance of instruments	
General Music	\$1,3464,224
Stipend for out of contract day performances	
Orchestra	\$3,0032,730
Stipend to cover <u>two (2) seven (7) out of contract day evening</u> events/festivals <u>per school</u> , distribution and maintenance of instruments	
Outdoor Education	\$2,8882,625
Stipend to be divided among employees involved in planning and attending camp	

[NOTE: This next section is only deleted to move to 6.4.B.]

~~ESA Workgroup Lead \$2,310,100
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.~~

Amend Section 6.4.B "Supplemental Contracts for Curricular Leaders" to read as follows:

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
 - ESA Workgroup Leads

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.
4. Curricular Leader Duties
 - a. Maintain department budget and inventory
 - i. Submit requests for purchase requests

- ii. Recommend textbook and supply purchases (not including computers and technology)
- ~~b~~iii. Inventory department equipment and supplies, including textbooks
- e**b**. 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
- c**d**. Review scope and sequence and courses offered and submit new course proposals, changes, and deletions.
- e**d**. Provide team and building 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
 - viii. Assist with master schedule and assist in recommending staff assignments
 - ix. Be invited to interviews for positions within department
 - x. Assist with placement of student teachers
 - xi. Assist with student placement, using achievement data provided by administration
- e**f**. Act as a liaison ~~i~~—between team and both district and building administrators ~~administration.~~
 - 1. Attend ~~no more than 12 curricular~~ one curriculum meeting per month at the building during the contracted school year ~~meetings a year~~, up to 90 minutes per meeting Advocate for the needs of students and staff in the department
 - i. Meetings outside the contracted work year are optional and will be paid at the per diem rate.
 - 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. Schedule of students into classes throughout the year
 - c. Caseload Management
 - Assist with assignment of students to caseload and consult with receiving employees
 - 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
- 7. 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
 - 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

8. 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.

97. Payment for curricular leader duties shall be at the stipend rate listed below:

<u>Employee FTE Responsibility</u>	<u>Stipend</u>
<u>12.0 or more</u>	<u>\$5,930</u> <u>\$4,942</u>
<u>10.0-11.9</u>	<u>\$4,942</u> <u>\$4,119</u>
<u>8.0-9.9</u>	<u>\$3,954</u> <u>\$3,296</u>
<u>6.0-7.9</u>	<u>\$2,966</u> <u>\$2,472</u>
<u>4.0-5.9</u>	<u>\$1,978</u> <u>\$1,649</u>
<u>0-3.9</u>	<u>\$1,318</u> <u>\$1,098</u>

Payment for ~~the~~ Special Education and English Language Learner curricular leader duties and ESA Workgroup Leads shall be at the stipend rate listed below:

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

~~108.~~ 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. However, Teaching & Learning Program Specialists will be paid for services not to exceed ten (10) days.

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 class sections on a typical school day for the entire school year (180 school days). Secondary employees who are contracted for fewer than five class sections 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 class section 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 Professional Learning/Enrichment (PLE) TRI compensation.
3. Elementary Music and P.E.: ~~Beginning in the 2018-19 school year,~~ a 1.0 FTE elementary music or P.E. specialist may teach up to 28 class sections per week with each section scheduled for 50 minutes. 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 weekly, the employee shall receive 1/28th of the employee's regular contracted base salary and 1/28th of the employee's ~~TRI~~ PLE compensation.

4. Elementary Library: ~~Beginning in the 2018-19 school year,~~ a 1.0 FTE elementary Teacher-Librarian Technology Integration Specialist Librarian may teach up to 21 class sections per week with each section scheduled for 50 minutes. Employees who teach during the regular course of their work day one extra library class beyond a 1.0 FTE, shall be paid in the following manner: For each extra class taught weekly, the employee shall receive 1/21st of the employee's regular contracted base salary and 1/21st of the employee's ~~TRI~~ PLE compensation. ~~Teacher-Librarian Technology Integration Media Specialist~~ shall not be considered classroom teachers for the purpose of evaluation as stated in Article 8.1.B.1.

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.

... [Indicates no changes to current contract language from F above to I below]

Amend Section 6.4.I to read as follows:

I. Universal Time, Responsibility, and Incentive Compensation (TRI)

1. Principal Effective Education: There are three (3) days of Principal Effective Education (PEE). Nineteen and one-half (19.5) 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.

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 three and one-half (3.5) 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 certificated staff who act as advisors for a group whose student grade-level-mix is more than 50% 12th grade and extended graduation students, seven (7) hours of the remaining nineteen and one-half (19.5) hours will be specifically designated to compensate for advisory work. For all other high school certificated staff who act as advisors for any other grade, at least four (4) hours of the remaining nineteen and one-half (19.5) will be specifically designated to compensate for advisory work. For the remaining 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 prorated by FTE and hours worked based on the PEE schedule included in Exhibit G-2, which reflects the total amount available. Employees will indicate the activities they participated in from the list of qualified activities on the extra pay timesheet.

2. A Professional Learning/Enrichment stipend equal to that specified in Exhibit G-3 and will be paid on a supplemental contract and will compensate employees for individually-directed professional learning and responsibilities that are outside of the state's basic education commitment. These responsibilities include, but are not limited to, staff development classes eligible for credit or clock hours, District approved departmental or individual projects related to student growth, curriculum events, meetings that occur outside of the employee's regular work hours, and pre-arranged co-curricular supervisory activities.

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. Whenever the total written IEPs exceed the case load limit, employees writing IEPs over case load limits will be paid three (3) hours at per diem for each additional initial and/or annual IEP (not amendments or ESY IEPs) over caseload guidelines.
2. If a special education staff is assigned to write, monitor, evaluate and/or manage the IEP and/or program for a student who is assigned to a non-endorsed special education teacher or long-term substitute and that teacher is at or over their caseload limit, that special education staff shall receive three (3) hours per IEP at the individuals per diem rate of pay for each initial or annual IEP (not amendments or ESY IEPs).
3. 3. 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. 4. 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.

4. ~~5.~~ 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.

Delete Section 6.6.G and renumber subsequent sections:

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

Amend Section 6.9 "Insurance Benefits" to read as follows:

Section 6.9 – Insurance Benefits

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

~~B. Enrollment~~

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

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

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

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

~~C. The District contribution shall be according to the following schedule for all eligible employees and their eligible dependents, including domestic partners as defined in Exhibit 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:~~

~~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.~~

A. The District shall provide basic and optional benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by the SEBB. Any provisions included in this Agreement that are found to conflict with the rules and regulations adopted by the SEBB shall be considered null and void.

B. Employee eligibility for benefits administered by SEBB shall be determined by the rules and regulations adopted by SEBB.

C. The Employee Assistance Program will continue be offered by the District if allowed by SEBB.

Amend Section 7.1.B to read as follows:

B. Instructional and Duty-Free Time

The length of the regular student school day shall be six (6) hours and forty (40) minutes. The instructional time shall be interpreted to mean the student day and shall specifically exclude the required twenty-five (25) minutes before and after school and the thirty (30) minutes minimum duty-free lunch period, provided that the employee works during the regular lunch periods. Employees may leave the campus during their duty-free time but

may be required to check out. For employees that work less than a full FTE (1.0), the time before school, after school, and planning time will be prorated. No employee shall be required to work for more than three (3) consecutive hours without either passing time or the opportunity for a scheduled break.

Amend Section 7.1.F-K to read as follows:

F. Any employee who participates in state-mandated meetings on a regular basis is excused from participating in the extra duties referenced in subsection E above. In addition, the following ESAs shall not be required to participate in this additional supervision: OTs, PTs, SLPs, Psychologists, and Nurses.

G. Parent Conferences

The impacted ~~employees~~ ~~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~~ employees. The agreement to do so must provide:

1. No ~~member~~ employees 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~~ employees 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~~ Employees 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.
5. Early Childhood Special Education (ECSE) will not serve students on Wednesday, Thursday, or Friday of the week(s) of elementary parent conferences. Parent conferences will be scheduled in the fall and spring in order to provide services to both AM and PM session ECSE students for two (2) days during each conference week.
6. No administratively-directed meetings will be held during the five (5) school days prior to parent conferences other than meetings necessary to address emergencies and meetings related to evaluations, with the exception of if Principal directed time falls on the Wednesday before conferences.

H. 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. Such meetings shall be scheduled during the administratively-directed time designated in subsection I below except as provided in subsection H.4 below.
2. Professional Learning Communities (PLC) meetings required by an administrator to complete inquiry work, focus on subject area curriculum, review student achievement data, and to plan instructional interventions will be scheduled during the administratively-directed time designated in subsection J below.
3. 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.
4. 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.
5. The limitations in this section do not apply to meetings required by state and/or federal law.

I. Alternate Calendar/Early Release Days

1. Students will be released two (2) hours early on each Wednesday during the student school year, except for weeks with an early release for parent conferences at any level or the first and last day of school if such day falls on a Wednesday. The length of the student school day on Early Release Wednesdays will be four (4) hours and forty (40) minutes. The primary purpose of this early release time is to provide a concentrated weekly resource for professional planning and collaboration that consequently protects instructional time for teachers and students on other days of the week, as well as the individual preparation activities that have a direct positive impact on student learning.
2. The two (2) hours that students are released early on Wednesdays will alternate each week between employee-directed, and administratively-directed time, with the first Wednesday of the school year being employee-directed. Child Find appointments will not be scheduled during this time by the district to protect early release time.
3. Employee-directed time on early-release Wednesdays will be worked at the employee's normal work site and used for work critical to effective instruction and program implementation as determined by each individual employee, including but not limited to lesson planning, parent communication, consultation with colleagues, material preparation and student evaluation. An employee may choose to meet and collaborate with colleagues during this time when it meets the employee's

individually-determined professional needs for effective instruction and program implementation, including job-alike meetings at other district locations. Employees will have the option to participate in professional development offered by the District during employee-directed time provided that the professional development is also offered at an alternative time.

4. Administratively-directed time on early-release Wednesdays will be worked at the employee's normal work site (unless the employee is directed to meet in cross-building groups at an alternate District work site) and used for work critical to effective instruction and program implementation as determined by the employee's administrative supervisor, including but not limited to required Professional Learning Community meetings, professional development, school improvement planning and activities, and staff meetings.
5. Should the district operate on an emergency, shortened schedule due to inclement weather or other emergency, work planned for early release time will be cancelled, and employees will report to work one half hour before the start of the adjusted student day.
6. Staff will not be required to supervise students during the early release time.
7. Early Childhood Special Education Program (ECSE) will not serve students on early release days and will use the day for professional collaboration with the team members.
9. Teacher-Librarian Technology Integration Specialist (TLTIS)

The District will provide Teacher-Librarian Technology Integration Specialists with time to meet in cross-district meetings for training related to their jobs on at least 50% of the administratively-directed early release days. The District shall seek input from Teacher-Librarian Technology Integration Specialists and KEA before making any changes in the Teacher-Librarian Technology Integration Specialist job description.

10. Counselors/Social Workers

The District will provide Counselors/Social Workers time to meet in cross-district meetings for training related to their jobs on at least 50% of the administratively-directed early release days. The District shall seek input from Counselors/Social Workers and KEA before making any changes in their job descriptions.

K. 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. Itinerants will be surveyed for their preferences before building the schedule for the next year and every effort will be made to accommodate those preferences. 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.

Amend Section 7.2 to read as follows:

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 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:

Preschool – 18 students per class

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.

Grades 7-12 Level 1 ELL Classes – 15 students per class.

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, except for kindergarten classes, which will not be subject to split grade level classes.
 - i. The District will facilitate two days of professional development per school year, for which teachers will be provided release time, to support teachers with split classes to implement each grade level curriculum with fidelity.
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 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*	\$30.00 20.00
Grades 4-6 28	\$20.00
Grades 4-6 29*	\$30.00 20.00

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

- b. Elementary P.E. and Elementary Music teacher are limited to a maximum of seven (7) ~~9~~ classes sessions/day and overload pay for Elementary, Music, and Library will be paid at the rate below:

Elementary PE/Music/Library class size	Daily Overload Pay (Paid Quarterly)
Grades K-3 29 th students	\$5.00/class/day
Grades 4-6 32 nd 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:
- i. 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.
 - ii. Once a classroom qualifies for overload relief, the relief will be paid for all remaining school days in that quarter.
 - iii. Classrooms continuing in overload after the end of a quarter will not have to requalify unless the student enrollment drops below overload in the first five days of the following quarter.
 - iv. Monetary relief for overload will be paid quarterly in the pay warrant issued for the month following the end of each quarter.

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.
- 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.
- ig. 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 <u>student per class per day</u> 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 <u>student per class per day</u> starting with the 33rd student, plus \$140.00 per quarter if a teacher’s daily enrollment is 154-160 per day

<u>7-12 Level 1 ELL Daily Student Enrollment</u>	<u>\$4.00 per student per class per day starting with the 16th student</u>
<u>16 or more students per class</u>	

- jh. 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 daily enrollment of 190 students per day	\$4.00 per student/class <u>student per class per day</u> starting with the 38th student, plus \$140.00 per quarter if a teacher's daily enrollment reaches or exceeds 190

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

- ki. 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 at 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:
 - 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”~~ “co-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.

B. Caseload

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 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

*Students on an IEP who receive OT/PT/SLP services, directly or indirectly, at least monthly will count for these numbers.

ELL (elementary)	90 students
ELL (secondary)	75 students (beginning 2018-19 or earlier as paraeducator staffing is reduced)

~~Beginning in the 2018-19 school year, ELL caseload guidelines for secondary English language development services will be reduced from 90 to 75 students. The 2017-18 school year will be a transition year and additional certificated ELL staffing will be added to the secondary program as~~

~~paraeducators separate from employment or change assignments out of ELL positions.~~

All students who qualify for ELL services will count for these numbers.

Secondary Counselor	1:400 students (<u>including Running Start</u>)/minimum 1.0 FTE per grade level*
Elementary Counselor/Social Worker or Behavior Interventionist	*excluding academy schools Minimum 1.0 FTE per school
LINK	1:10 students
Psychologist	1 to 1100 of <u>K-12</u> students on a districtwide average; specific assignments will be balanced by taking into account school size and special programs at schools
Teacher-Librarian <u>Technology Integration</u> /Media Specialist (TLTIS)	All schools with the exception of academies and early learning centers shall be staffed with a minimum of 1.0 FTE certificated employee <u>with the exception of iGrad and TOP, to provide instruction in library/literacy skills and technology support.</u>
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
LINK	1:10 students
Emotional/Behavioral Disorder/School Adjustment	10 students 1:4 staff/student ratio
TOP	12 students
Social Worker	30 students
Preschool Early Childhood <u>Special Education</u>	12 IEP students per session <u>with a total of 15 students including peer models</u> , 6 students extended day 1:4 Staff / <u>IEP</u> Student ratio

244. 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 paraeducator time
- c. Ratio exceeded by three (3) students: two (2) additional hours of paraeducator time
- d. Ratio exceeded by four (4) or more students: two (2) additional hours of paraeducator time per student and an additional half-day of release time per quarter for the additional workload.
- e. For every overload paraeducator position that remains vacant (no paraeducator employee assigned to the position), the special education teacher will be paid \$20/hour. From the first day that an overload begins, the teacher will be eligible retroactively for the overload pay until the additional hours of paraeducator time are filled.
- f. No special ed caseload shall be exceeded by more than five (5) students. When the overload exceeds five (5) students additional FTE will be added to meet caseloads and ratios.

~~342.~~ Overload Relief for ESAs

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

- i. 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.~~

- ii. 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.

- ~~be.~~ 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
- 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.
- viii. For any OT/PT/SLP whose caseload exceeds the caseload guideline by 5 students in any given month shall receive \$500 per month provided none of the above measures have been implemented. Each additional 5 students will result in an additional \$500 per month.

~~413.~~ Paraeducators

The parties recognize the important role played by paraeducators and agree that paraeducator assistance will be provided 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 paraeducator time as needed to meet the needs of special education students in the building. In the event that additional assistance is needed to meet student needs, the teacher may request a meeting with the building administrator and appropriate district staff to address the situation.

The following paraeducator hours are based on:

Resource Room/Integrated Program students	30 hr/wk for each 30 students
Self-Contained Academic/Support Center students	65 hr/wk for each 12 students
Self-Contained Life Skills/Adaptive Support Center students	65 hr/wk for each 10 students
Emotional Behavioral Disorders/School Adjustment students	65 hr/wk for each 10 students

Preschool/Early Childhood Special Education 32.5 hr/wk for each 12 students with IEPs in each session (65 hrs/wk for 12 students with IEPs in both sessions) Staffed at 1.0 FTE certified and two (6.5 hours each) paraeducators support per day.

Paraeducator 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.

~~Beginning in the 2018-19 school year,~~ Secondary ELL paraeducator assistance for English language development services will be allocated using the following formula:

<u>ELL student count at school</u>	<u>hours per week of paraeducator services</u>
0-75	15.0
76-150	30.0
151-225	45.0
226-300	60.0
301-375	75.0
376+*	90.0

*For each additional 75 students 15 hours per week of paraeducator services will be added.

~~The 2017-18 school year will be a transition year between the prior staffing formula for Secondary ELL paraeducators and the new formula. As paraeducators separate from employment during the 2017-18 school year, or change assignments out of ELL positions, staffing will be adjusted to more closely fit the formula above.~~

ELL paraeducator assistance for elementary English development services will be allocated at 15.0 hours per day for each 90 students.

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.

CB. 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~~ (excluding weekends or holidays) following the end of each grading period ~~the quarter~~ to complete

student-progress and/or semester 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~~ three (3) 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.
5. When a student is newly enrolled at a school, every effort will be made to provide the teacher with one (1) day notification before the student is added to a classroom.
6. The District will ensure that the teacher is able to update the student's records after unenrollment takes effect.

DC. 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~~

~~The District will provide Teacher Librarians with time to meet in cross district meetings for training related to their jobs on at least 50% of the administratively directed early release days. The District shall seek input from teacher librarians and KEA before making any changes in the Teacher Librarian job description.~~

E. ~~Counselors/Social Workers~~

~~The District will provide Counselors/Social Workers time to meet in cross district meetings for training related to their jobs on at least 50% of the administratively~~

~~directed early release days. The District shall seek input from Counselors/Social Workers and KEA before making any changes in their job descriptions.~~

Amend Section 7.3 to read as follows:

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, cooling, and lighting, including, but not limited to those identified in Chapter 246-366 WAC.
1. 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.
 2. If an employee’s classroom reaches a temperature that causes them concern because it is no longer conducive to a productive learning environment, the District will examine potential cooling/heating options to rectify the situation. If the issues are not able to be resolved at the building level within three (3) school days, the Association and Human Resources will schedule a meeting with the Assistant Director of Facilities or designee to address the situation within five (5) school days, which may include a site visit to the classroom during the time when the classroom is affected.
 3. The District also shall provide heating for evening workshops, PLCs, conferences and other activities that extend beyond the normal workday.
 4. 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.

Amend Section 7.8 to read as follows:

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).

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, EAs, deans, interventionists, ~~librarians, and instructional technology specialists.~~

Elementary physical education P.E. teachers, and 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/media tech specialists, special education personnel (by field of specialty), educational staff associates (by field of specialty), career and technical education (by field of specialty), English language learner teachers (by level).

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~~ that meet the salary criteria formula that have been submitted to Human Resources by January 15 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 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.

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 using the involuntary transfer process contained in Section 4.9 of this Agreement.~~
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.~~
23. ~~After all employees who were subject to Involuntary Transfer 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.
34. Every reasonable effort shall be made to ~~ensure insure~~ that stipend personnel suffer no monetary loss as a result of transfer because of reduction of staff.
45. 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.
56. 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 ~~two~~ ~~three~~ ~~(23)~~ 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.

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. Human Resources will use the contact information provided by the employee to attempt to make contact. If Human Resources is unable to confirm receipt of the offer after one (1) attempt a day, either telephone or email, for three (3) business days, the next qualified person on the recall list will be offered the position. If an employee anticipates they will be unavailable they have a responsibility to assign a proxy under subsection 4.
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.

Amend Section 7.10 to read as follows:

Section 7.10 – High School Advisory Program

A. Purpose

The Kent School District High School Advisory Program is designed to support and include 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 be held no more than twice a month 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 seek input from staff and provide detailed lesson plans for advisory sessions at least two full school days, not including the day of advisory, prior to the advisory session. Advisors are expected to review lesson plans in advance of the advisory period and follow these detailed lesson plans. If no lesson plans are provided in the time frame detailed above, advisory sessions will not be held.
4. Lesson plans will support the following components and elements:
 - a. Academic Achievement

- i. School Success 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~~ High School and Beyond Plan

- 1. For the ~~Culminating Project~~ High School and Beyond Plan ~~required by KSD policy~~, advisor responsibility will be limited to:
 - a. Coaching students during Advisory on the completion of the High School and Beyond Plan.
 - b. Reviewing student work to determine that it meets stated standards.
 - c. Verifying that students have correctly uploaded documents to the required document system.
- 2. Any other ~~Culminating Project~~ High School and Beyond Plan monitoring, communication, or evaluation will remain the responsibility of the administration.
- 3. ~~Teachers~~ Advisors will not be disciplined or negatively evaluated due to student failure to successfully complete advisory requirements, the ~~culminating project~~ High School and Beyond Plan, 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

Amend Section 7.14 "WaKIDS" to read as follows:

Section 7.14 – WaKIDS

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

- A. All elementary schools required by Washington State will participate in the WaKIDS assessment for students.
- B. 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. Teachers using the WaKIDS assessment will not be required to do goal setting or goal setting conferences for students. For 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 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 teachers administering WaKIDS 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.
 - 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 designated administrator in Teaching and Learning 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.~~
 - ~~de. 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.~~
- EF. The first three (3) days of the school year will be non-student days for the students being assessed under WaKIDS except for students in self-contained Inclusive Education programs. This time will be used for teachers to meet with parents and students to complete the Family Connection component of WaKIDS. For self-contained Inclusive Education programs, teachers have discretion as to when to schedule the meeting with parents to complete the Family Connection component. If such meetings are scheduled outside the contracted day, teachers will be compensated at their per diem rate on an extra pay timesheet. 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.
- FG. 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.

GH. 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.

HI. Schools choosing to administer TS Gold assessments more than once during the school year to gather evidence of student growth, must submit a Waiver request, as provided under Article XII. Said waiver must be approved prior to the administration of any additional TS Gold assessments during the school year.

IJ. This section may be reopened at the request of either party in the event of any state-mandated changes to WaKIDS.

Amend Section 8.1.B.8 to read as follows:

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 by November 15 ~~within the first thirty (30) school days, unless another date is identified in state law.~~

Amend Section 8.1.F.5 to read as follows:

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 rubric, especially for those criteria not observed in the classroom.
- c. This collection of evidence will be accomplished openly and whenever possible, jointly assessed against the CEL 5D+ rubric.
- d. Teachers may bring evidence and artifacts to their post-observation conference. Teachers may submit evidence/artifacts 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.

- f. Evidence 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.

Amend Section 8.1.H to read as follows:

H. Comprehensive Evaluation

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

Amend Section 8.1.J.1 to read as follows:

J. Support for Teachers on Comprehensive

1. The Association and employee will be notified by the evaluator whenever any teacher is trending basic or unsatisfactory no later than February 15 at least ten (10) school days before the end of the first semester or whenever any teacher receives an overall Basic or Unsatisfactory summative performance rating on an evaluation. The District will provide that teacher with support and assistance to encourage the teacher's growth and future success no later than ten (10) school days after the mid-term progress report or after the teacher has received an overall Basic summative performance rating. The evaluator will have completed at least two observations (including at least one scheduled observation) prior to providing a score of Basic or below on a mid-term progress report. The District will provide a common template, developed jointly by the Association and District, for support and assistance that includes specific achievable goals that are measurable and time bound. The initial proposal for support will be developed by the evaluator and then reviewed and adjusted in conjunction with the teacher and the Association.

Amend Section 8.2.C to read as follows:

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 two (2) three ~~(3)~~ times per year for a total of not less than sixty (60) minutes. All two three ~~required~~ observations shall be conducted for a period of not less than thirty (30) twenty (20) continuous minutes. All two 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.

Amend Section 8.2.D to read as follows:

D. Assistance for Employees on Full Evaluation

1. The Association and employee will be notified by the evaluator whenever any non-provisional employee receives or is trending toward an overall unsatisfactory rating on an evaluation no later than February 15 at least ten (10) school days before the end of the first semester or whenever any employee receives an overall unsatisfactory rating. The evaluator will have completed at least two observations (including at least one scheduled observation) prior to providing any such notification. The District will provide the employee with support and assistance to encourage that employee's growth and future success no later than ten (10) school days after it is determined that the employee has received or is trending towards an unsatisfactory rating. The District will provide a common template, developed jointly by the Association and the District, for support and assistance that includes specific achievable goals that are measurable and time bound. The initial proposal for support will be developed by the evaluator and then reviewed and adjusted in conjunction with the employee and the Association.

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

Agreements related to Section 7.10 High School Advisory Program

Both parties agree that the current Advisory Program can be improved to better meet the needs of the KSD student population.

For 2020-2021, Section 7.10 will remain largely the same, but a committee will be formed, including middle and high school staff with the following charge:

1. The committee will be composed of no more than sixteen (16) KSD staff members, eight (8) of which will be appointed by the Association. When selecting representatives the District and the Association will be mindful of including representation that includes diverse racial and cultural perspectives. The committee will also include student representation that reflects the diversity of our student population.
2. The first meeting of this committee will be no later than December 1, 2020.
3. The committee will make recommendation to the decision-making bodies no later than May 31, 2021. Recommendations could include, but are not limited to the following :
 - a. No change.
 - b. Elimination of the program.
 - c. A one-year pilot recommendation for 2021-2022 in the form of a Memorandum of Understanding or Letter of Agreement.
 - d. Consideration for collective bargaining agreement changes.
4. The committee will use an agreed upon racial equity lens to develop recommendations.

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

Agreements related to Leader Stipends and Responsibilities

Elementary Leaders

Both parties agree to convene a separate elementary committee to make recommendations for the possibility of creating Elementary Grade Level or Team Leader roles and stipends as well as extra-curricular/extra-duty pay. This committee shall:

1. Consist of no more than twelve members. At least half of which shall be appointed by the Association.
2. Begin meeting no later than June 1, 2021 with at least four scheduled meetings.
3. Explore any racial and gender equity issues related to current curricular leader positions.
4. Discuss and recommend role responsibilities for Elementary Grade and/or Team Leaders.
5. Discuss and recommend stipend levels and/or extra days using current Agreement language as a guide.
6. Provide a recommendation to both parties for consideration by March 31, 2022.

Itinerant Leaders

Both parties agree to convene a separate committee to make recommendations for the possibility of creating district-level itinerant leaders who will function in a similar role as ESA Workgroup Leaders.

1. Consist of no more than twelve members. At least half of which shall be appointed by the Association.
2. Begin meeting no later than June 1, 2021 with at least four scheduled meetings.
3. Explore any racial and gender equity issues related to current curricular leader positions.
4. Discuss and recommend role responsibilities for Elementary Grade and/or Team Leaders.
5. Discuss and recommend stipend levels and/or extra days using current Agreement language as a guide.

Provide a recommendation to both parties for consideration by March 31, 2022.

Memorandum of Understanding

between

Kent School District

and

Kent Education Association

Regarding Section 5.4 Maternity/Paternity Leave and Section 5.15 Family and Medical Leave

Both parties to review Sections 5.4 and 5.15 to ensure compliance with changes in state and federal laws. Once complete, these agreed upon changes will be added as an addendum to the collective bargaining agreement.

Until this review is complete, whenever state or federal law is more generous in its application than this agreement then the law will be followed. In the event the agreement is more generous, the current agreement will be followed.

Memorandum of Understanding

Between

Kent School District

And

Kent Education Association

Regarding the automatic payment of overload and standardized comments for elementary progress reporting.

Both parties agree to the following regarding the payment of overload specified in Article 7 of the collective bargaining agreement:

- Explore the logistics of producing automatic payments for all overloads to eliminate the individual requirement to fill out a class size overload relief form.
- Attempt to address the logistical barriers to producing overload payments without the use of a class size overload relief form.
- If there is a way to address the logistical barriers to producing overload payments that is fiscally feasible and sufficiently reliable without the submission of the class size overload relief form, the parties agree to recommend the implementation of that system.

Both parties agree to a work group to explore the partial use of standardized comments or alternative systems for providing comments to be used for student progress reporting at the elementary level. Equal numbers of District and Association members will be on this workgroup. The workgroup will solicit feedback from elementary parents who represent the diversity of the District. This work group will begin meeting no later than November 30, 2020 and will provide recommendations to the parties prior the end of the 2020-2021 school year.

2020-2021 KEA TOTAL Salary Schedule (Base+PLE+PEE) 5% Increase								
Total	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90
0	\$59,230	\$60,762	\$62,352	\$63,945	\$69,058	\$70,527	\$75,642	\$78,938
1	\$59,994	\$61,550	\$63,160	\$64,823	\$69,989	\$71,287	\$76,452	\$79,725
2	\$60,722	\$62,292	\$63,920	\$65,711	\$70,864	\$72,048	\$77,199	\$80,511
3	\$61,474	\$63,058	\$64,703	\$66,551	\$71,693	\$72,771	\$77,909	\$81,300
4	\$62,209	\$63,863	\$65,519	\$67,432	\$72,604	\$73,530	\$78,700	\$82,118
5	\$62,971	\$64,635	\$66,303	\$68,321	\$73,474	\$74,299	\$79,453	\$82,935
6	\$63,751	\$65,377	\$67,105	\$69,226	\$74,355	\$75,088	\$80,217	\$83,715
7	\$65,126	\$66,777	\$68,525	\$70,761	\$75,966	\$76,566	\$81,767	\$85,368
8	\$67,134	\$68,877	\$70,671	\$73,089	\$78,364	\$78,891	\$84,168	\$87,896
9	\$67,134	\$71,051	\$72,936	\$75,440	\$80,841	\$81,244	\$86,642	\$90,501
10	\$67,134	\$71,051	\$75,227	\$77,916	\$83,384	\$84,442	\$89,914	\$93,895
11	\$67,134	\$71,051	\$75,227	\$80,459	\$86,048	\$86,987	\$92,576	\$96,639
12	\$67,134	\$71,051	\$75,227	\$82,923	\$88,785	\$89,635	\$95,311	\$99,498
13	\$67,134	\$71,051	\$75,227	\$82,923	\$91,587	\$92,371	\$98,114	\$102,425
14	\$67,134	\$71,051	\$75,227	\$82,923	\$94,402	\$95,189	\$101,116	\$105,464
15	\$67,134	\$71,051	\$75,227	\$82,923	\$96,797	\$97,582	\$103,661	\$108,124
16	\$67,134	\$71,051	\$75,227	\$82,923	\$98,683	\$99,471	\$105,672	\$110,223
17	\$67,134	\$71,051	\$75,227	\$82,923	\$98,683	\$99,471	\$105,672	\$110,223
18	\$67,134	\$71,051	\$75,227	\$82,923	\$98,683	\$99,471	\$105,672	\$110,223
19	\$67,134	\$71,051	\$75,227	\$82,923	\$98,683	\$99,471	\$105,672	\$110,223

20	\$67,134	\$71,051	\$75,227	\$82,923	\$100,616	\$101,402	\$107,725	\$112,395
21	\$67,134	\$71,051	\$75,227	\$82,923	\$100,616	\$101,402	\$107,725	\$112,395
22	\$67,134	\$71,051	\$75,227	\$82,923	\$100,616	\$101,402	\$107,725	\$112,395
23	\$67,134	\$71,051	\$75,227	\$82,923	\$100,616	\$101,402	\$107,725	\$112,395
24	\$67,134	\$71,051	\$75,227	\$82,923	\$100,616	\$101,402	\$107,725	\$112,395
25	\$67,134	\$71,051	\$75,227	\$82,923	\$101,912	\$102,729	\$109,113	\$113,845

2021-2022 KEA Estimated TOTAL Salary Schedule (Base+PLE+PEE) Based on IPD at 1.9% Plus 1%

Total	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90
0	\$60,947	\$62,524	\$64,160	\$65,798	\$71,061	\$72,573	\$77,836	\$81,227
1	\$61,734	\$63,335	\$64,991	\$66,703	\$72,019	\$73,355	\$78,669	\$82,037
2	\$62,483	\$64,098	\$65,773	\$67,617	\$72,918	\$74,138	\$79,437	\$82,845
3	\$63,257	\$64,887	\$66,579	\$68,481	\$73,772	\$74,882	\$80,169	\$83,658
4	\$64,014	\$65,715	\$67,420	\$69,387	\$74,708	\$75,663	\$80,983	\$84,500
5	\$64,797	\$66,509	\$68,226	\$70,302	\$75,605	\$76,455	\$81,757	\$85,340
6	\$65,599	\$67,273	\$69,051	\$71,234	\$76,511	\$77,266	\$82,543	\$86,142
7	\$67,015	\$68,713	\$70,513	\$72,813	\$78,169	\$78,787	\$84,139	\$87,843
8	\$69,082	\$70,874	\$72,720	\$75,209	\$80,636	\$81,179	\$86,608	\$90,445
9	\$69,082	\$73,111	\$75,050	\$77,628	\$83,185	\$83,599	\$89,155	\$93,125
10	\$69,082	\$73,111	\$77,409	\$80,176	\$85,801	\$86,891	\$92,521	\$96,618
11	\$69,082	\$73,111	\$77,409	\$82,792	\$88,543	\$89,509	\$95,260	\$99,442
12	\$69,082	\$73,111	\$77,409	\$85,328	\$91,360	\$92,234	\$98,076	\$102,383
13	\$69,082	\$73,111	\$77,409	\$85,328	\$94,243	\$95,050	\$100,960	\$105,396
14	\$69,082	\$73,111	\$77,409	\$85,328	\$97,141	\$97,950	\$104,049	\$108,523
15	\$69,082	\$73,111	\$77,409	\$85,328	\$99,605	\$100,412	\$106,667	\$111,260
16	\$69,082	\$73,111	\$77,409	\$85,328	\$101,544	\$102,356	\$108,736	\$113,419
17	\$69,082	\$73,111	\$77,409	\$85,328	\$101,544	\$102,356	\$108,736	\$113,419
18	\$69,082	\$73,111	\$77,409	\$85,328	\$101,544	\$102,356	\$108,736	\$113,419
19	\$69,082	\$73,111	\$77,409	\$85,328	\$101,544	\$102,356	\$108,736	\$113,419
20	\$69,082	\$73,111	\$77,409	\$85,328	\$103,534	\$104,342	\$110,849	\$115,654
21	\$69,082	\$73,111	\$77,409	\$85,328	\$103,534	\$104,342	\$110,849	\$115,654
22	\$69,082	\$73,111	\$77,409	\$85,328	\$103,534	\$104,342	\$110,849	\$115,654
23	\$69,082	\$73,111	\$77,409	\$85,328	\$103,534	\$104,342	\$110,849	\$115,654
24	\$69,082	\$73,111	\$77,409	\$85,328	\$103,534	\$104,342	\$110,849	\$115,654
25	\$69,082	\$73,111	\$77,409	\$85,328	\$104,868	\$105,707	\$112,277	\$117,145