# Agreement Between

# Kent School District

# and

# Kent Education Association

**September 1, 2024 - August 31, 2027**

# TABLE OF CONTENTS

PREAMBLE .....1

WITNESSETH .....1

ARTICLE I – RECOGNITION AND DEFINITIONS .....2
Section 1.1 – Recognition .....2
Section 1.2 – Definitions .....2

ARTICLE II – STATUS & ADMINISTRATION OF AGREEMENT .....4
Section 2.1 – Ratification and Relationship of Existing Policies .....4
Section 2.2 – Compliance with Agreement .....4
Section 2.3 – Conformity to Law .....4
Section 2.4 – Distribution of Agreement .....4
Section 2.5 – Exhibits .....4

ARTICLE III – ASSOCIATION & BOARD RIGHTS & RESPONSIBILITIES .....5
Section 3.1 – Exclusivity .....5
Section 3.2 – Access .....5
Section 3.3 – Membership Communication .....5
Section 3.4 – Availability of Information .....6
Section 3.5 – Right of Consultation .....6
Section 3.6 – Dues Deductions .....6
Section 3.7 – New Employee Orientation .....8
Section 3.8 – Release Time .....8
Section 3.9 – Building Representatives .....9
Section 3.10 – Management Rights .....9
Section 3.11 – No Strike/No Lockout .....9
Section 3.12 – Joint Labor-Management Committee .....10

ARTICLE IV – EMPLOYEE RIGHTS .....11
Section 4.1 – Individual Rights .....11
Section 4.2 – Just Cause .....15
Section 4.3 – Personnel File .....16
Section 4.4 – Employee Protection .....17
Section 4.5 – Rights, Responsibilities and Authority of Employees .....18
Section 4.6 – Employment Contracts .....22
Section 4.7 – Assignment .....29
Section 4.8 – Vacancies and Voluntary Transfers .....32

Section 4.9 – Involuntary Transfer .....34
Section 4.10 – Job Sharing .....35
Section 4.11 – Staff Reallocation .....36
Section 4.12 – Involuntary Transfer for Building Closure .....36

ARTICLE V – LEAVES .....38
Section 5.1 – Leave for Illness, Injury and Emergencies .....38
Section 5.2 – Discretionary Leave .....40
Section 5.3 – Extended Health Leave .....41
Section 5.4 – Parental Leave .....41
Section 5.5 – Bereavement Leave .....43
Section 5.6 – Leave to Serve as an Elected Public Officeholder .....44
Section 5.7 – Jury Duty or Subpoena Leave .....44
Section 5.8 – Military Leave .....44
Section 5.9 – Professional Leave .....44
Section 5.10 – President's Leave .....45
Section 5.11 – On-The-Job Injury .....45
Section 5.12 – Other Leaves .....46
Section 5.13 – Short-Term Leave Without Pay (LWOP) .....46
Section 5.14 – Leave Provisions .....48
Section 5.15 – Family and Medical Leave .....49
Section 5.16 – Paid Family and Medical Leave (PFML) .....49

ARTICLE VI – SALARIES, STIPENDS AND BENEFITS .....50
Section 6.1 – Provisions Governing Employees' Salary Schedule .....50
Section 6.2 – Commitment Payment, Certification Stipends and Support .....52
Section 6.3 – Guest Teacher Salaries and Other Conditions .....53
Section 6.4 – Extra-Curricular/Extra-Duty Pay .....57
Section 6.5 – Payroll Deductions .....68
Section 6.6 – Payment Provisions .....68
Section 6.7 – Tax Sheltered Annuities .....69
Section 6.8 – Travel .....70
Section 6.9 – Insurance Benefits .....70
Section 6.10 – Beginning Educator Support Team (BEST) Mentor Program .....70

ARTICLE VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT .....72
Section 7.1 – Work Day .....72
Section 7.2 – Workload .....77
Section 7.3 – School Facilities and Equipment .....91
Section 7.4 – Professional Development .....92
Section 7.5 – Teacher Exchange .....93
Section 7.6 – Student Teachers .....93
Section 7.7 – Nondiscrimination/Affirmative Action .....93
Section 7.8 – Layoff and Recall .....94

Section 7.9 – Working Calendar .....98
Section 7.10 – Secondary Advisory Program .....99
Section 7.11 – Career and Technical Education .....101
Section 7.12 – Academic Cluster Enrichment (ACE) .....102
Section 7.13 – iGrad .....102
Section 7.14 – WaKIDS .....106
Section 7.15 – Counselor Duties .....107

ARTICLE VIII – EVALUATION .....109
Section 8.1 – Education Evaluation .....109
Section 8.2 – Classroom Teacher Evaluation and the CEL 5D+ Evaluation Rubric .116
Section 8.3 – Non-Classroom Educator Evaluations .....122
Section 8.4 – Probation .....123

ARTICLE IX – GRIEVANCE .....127
Section 9.1 – Definitions and General Conditions .....127
Section 9.2 – Procedures .....129
Section 9.3 – Individual Complaints .....131

ARTICLE X – INCLUSIVE EDUCATION .....132
Section 10.1 – Inclusive Education .....132
Section 10.2 – Medication/Health Care .....132
Section 10.3 – Instructional Assistant/Paraeducator Time .....132
Section 10.4 – WA-AIM .....132

ARTICLE XI – WAIVERS AND OTHER AGREEMENTS .....134
Section 11.1 – Shared Decision Making .....134
Section 11.2 – Letter of Agreement Process .....134

ARTICLE XII – DUAL LANGUAGE .....135
Section 12.1 – Program .....135
Section 12.2 – Dual Language Teacher Compensation .....136
Section 12.3 – Dual Language Goal Setting, Parent Conferences, and Report Cards .....136
Section 12.4 – One-to-one Literacy Assessments in Dual Language Classrooms .....137
Section 12.5 – KEA/KSD Joint Dual Language Advisory Committee .....137

ARTICLE XIII – DURATION AND ACCEPTANCE OF AGREEMENT .....138

EXHIBITS .....139

Exhibit A – Professional Learning Communities (PLCs) .....139
Exhibit A-1 – PLC Team Meeting Feedback Form .....140

Exhibit B – Certificated Employees Working Calendar .....142

Exhibit C – KEA/KSD Grievance Form .....143

Exhibit D – Individual Employee Contracts .....144
Exhibit D-1 – Continuing .....144
Exhibit D-2 – One-Year Provisional .....145
Exhibit D-3 – Two-Year Provisional .....146
Exhibit D-4 – Three-Year Provisional .....147
Exhibit D-5 – Leave Replacement .....148
Exhibit D-6 – Retire/Rehire .....149

Exhibit E – Supplemental Contract .....150

Exhibit F – Separate Contract .....151

Exhibit G – Salary Schedules .....152
Exhibit G-1 – 2024-25 Base Salary Schedule .....152
Exhibit G-2 – 2024-25 PEE Salary Schedule .....153
Exhibit G-3 – 2024-25 Professional Learning/Enrichment Salary Schedule .....154
Exhibit G-4 – 2024-25 Per Diem Hourly Rate .....155
Exhibit G-5 – 2024-25 TOTAL Salary Schedule .....156

Exhibit H – Employee Safety Protocol .....157

Exhibit I – Waivers .....158
Exhibit I-1 – Waiver Form .....158

Exhibit I-2 – Waiver Process.....160

Exhibit J – Performance Evaluation Forms.....162
Exhibit J-1a – KEA/KSD Summative Comprehensive Evaluations.....162
Exhibit J-1b – KEA/KSD Summative Focused Evaluations.....166
Exhibit J-2 – KEA/KSD Pre-Observation Conference Form.....167
Exhibit J-3 – KEA/KSD Mid-Year Teacher Progress Report.....168
Exhibit J-4 – KEA/KSD Student Growth Goal Setting.....171

Exhibit K – Memorandum of Understanding (MOU) .....176
Exhibit K-1 – MOU regarding Leader Responsibilities and other Considerations .176
Exhibit K-2 – MOU regarding Equity Leadership Advisory Committee .....178
Exhibit K-3 – MOU regarding Advisory .....180

## PREAMBLE

This Agreement is entered into this 1st day of September, 2024 by and between the Kent Education Association and the Kent School District Number 415. The signatories shall be the sole parties to this Agreement.

## WITNESSETH

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

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

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

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

# ARTICLE I – RECOGNITION AND DEFINITIONS

## Section 1.1 – Recognition

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

B. The Board agrees not to negotiate with or recognize any Employee organization other than the Association for the duration of this Agreement.

*This includes the following employees:

1. Substitute certificated employees employed by the District for more than thirty (30) days of work within any 12-month period ending during the current or immediately preceding school year, and who continue to be available for employment as substitute employees.

2. Substitute certificated employees employed by the District in positions where it is anticipated or comes to pass that a member of the bargaining unit will be absent from their regular assignment and will be replaced in such assignment for a period in excess of twenty (20) consecutive work days.

## Section 1.2 – Definitions

A. Unless the context in which they are used clearly requires otherwise, when used in this Agreement:

1. The term “Agreement” shall mean this entire Collective Bargaining Agreement.

2. The term “Association” shall mean the Kent Education Association.

3. The term “Board” shall mean the Board of Directors of the Kent School District Number 415.

4. The term “District” shall mean the Kent School District Number 415.

5. The term “employee” shall refer to all certificated instructional and non-instructional employees represented by the Kent Education Association as defined in Section 1.1.

6. The term “days” shall mean calendar days unless otherwise specifically defined in this Agreement.

7. The term “Act” shall mean the Educational Employment Relations Act, RCW 41.59.

8. The terms “seniority” and “seniority list” shall be as defined in Section 7.8, subsections C.1, 2, and 3 of this Agreement.

9. The term “joint committee” shall mean a committee consisting of an equal number of members appointed by the Association president and the District superintendent.

B. Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall include both the masculine and feminine; words denoting number include both the singular and plural.

# ARTICLE II – STATUS & ADMINISTRATION OF AGREEMENT

## Section 2.1 – Ratification and Relationship of Existing Policies

A. This Agreement shall become effective when ratified by the Board and Association and executed by authorized representatives thereof and may be amended or modified only with written mutual consent of the parties.

B. This Agreement shall supersede any written rules, regulations, policies, or resolutions of the District which are contrary to its expressed terms.

## Section 2.2 – Compliance with Agreement

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

## Section 2.3 – Conformity to Law

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

B. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, an Attorney General Opinion, or an Auditor's Report, the parties shall meet pursuant to the Act concerning said provision.

## Section 2.4 – Distribution of Agreement

A. The District shall:

1. Maintain an updated version of this agreement on the District website.

2. Print and provide 100 copies of this agreement the first year it is ratified to the Association.

3. Provide a copy of this agreement and all exhibits and attachments as a single complete document in Microsoft Word format to the Association.

4. Include page numbers on each page in the printed and Word formats of the agreement.

B. Printed copies of this agreement shall be made available upon request.

## Section 2.5 – Exhibits

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

# ARTICLE III – ASSOCIATION & BOARD RIGHTS & RESPONSIBILITIES

## Section 3.1 – Exclusivity

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

## Section 3.2 – Access

A. Representatives duly authorized by the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

B. Visiting Association officers and/or staff will notify the building office of their visit upon arrival.

C. The Association shall have the right to use district buildings without cost for meetings and to transact Association business. The Association shall pay the costs of cooks, janitors, or supervisors where it becomes necessary to pay salaries beyond normal working hours, to defray costs for damages to facilities, equipment and fields or pay start-up costs for heat and utilities.

## Section 3.3 – Membership Communication

A. The Association shall have the right to use the employee mailboxes, and to post notices of activities and matters of Association concern on the Association bulletin board. The District shall provide a mailbox in the main office at each school labeled for outgoing KEA mail. The Association also agrees it will not seek to utilize employee mailboxes or to post any materials which are not in the best interest of the District or its normal operation.

B. The Association agrees to indemnify and hold the District harmless for any and all claims which may arise from any mailed or posted Association material.

C. The Association may use the District's internal mail distribution system if those communications contain information concerning grievances and/or matters relating to joint KSD/KEA training or in-service opportunities. The Association shall indemnify and hold the District harmless against any and all claims, fines, demands, suits, attorney fees, or other costs as may result from any violation of law that may result from such use of the District's mail service by the Association.

D. The Association shall be a part of the District's wide area network with the ability, consistent with the District's adopted electronic access policy, to: (1) share designated files; (2) access the Internet; and (3) create and maintain a World Wide Web server. The District shall provide the KEA president and staff with e-mail accounts (including Internet e-mail). The Association

shall be responsible for all telephone, equipment, hardware, software and labor costs for maintaining the Association's local area network.

**Section 3.4 – Availability of Information**

A. Upon request, the Board shall provide the Association with copies of financial statements that are produced in the regular course of business, copies of reports to the Office of the State Superintendent of Public Instruction, copies of actual and projected enrollments and other relevant financial information produced for the Board of Directors. The Board will also furnish the Association with agendas and minutes of all Board meetings, together with information which may be necessary for the Association to process any grievance.

B. Upon request, the Board shall make available to the Association the addresses of employees, provided that the Association shall ensure that District lists are not released outside the Association.

C. The District shall inform the Association of any public information requests made by members of the public or outside organizations that may include any information about Association members prior to fulfilling any such request.

**Section 3.5 – Right of Consultation**

A. The superintendent shall meet periodically with Association representatives at mutually agreed upon times to discuss matters of concern to either party. The Association President and another KEA bargaining unit member designated by the Association shall be invited to meet monthly with the Superintendent's cabinet to provide Association perspective on District work.

B. Prior to adopting any new initiative, major revisions to educational programs, fiscal changes, or policy or procedure that impacts wages, hours or working conditions, the District shall:

1. Provide timely notification to the Association of such proposed revisions, changes, and adoptions.

2. Provide all relevant information requested regarding such revision, changes or adoptions.

3. Provide an opportunity for input from the Association with respect to major revisions, changes and adoptions.

**Section 3.6 – Dues Deductions**

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. Each year, the Association shall send the District a list of the names of Association members who have authorized payroll deductions.

B. Membership Authorization

1. Employees may sign and deliver to the Association a membership form which 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.

3. 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.

C. Indemnification

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

1. the District's agreement that the Association shall be authorized to defend such suit through a mutually agreed upon attorney; but if agreement cannot be reached, an attorney will be selected by an arbitrator; and

2. the District's agreement to provide full cooperation and information to the Association in defending any suit which may be brought against it as a result of this agreement.

**Section 3.7 – New Employee Orientation**

A. All new employees and new guest teachers shall be required to attend a new employee orientation. New employee orientation shall be conducted prior to the first student day of each school year and thereafter new employee orientations will be scheduled during the school year. The District shall provide the Association notice at least forty-eight (48) hours in advance of each new orientation. Within one week following each orientation, the District shall provide the Association a list of the new employees who attended each orientation.

B. During each orientation the Association shall be provided at least thirty (30) minutes to present union business, such as, but not limited to:

   1. sharing the union security provisions of RCW 41.59 and the Agreement;

   2. inviting new employees and new guest teachers to become members of the Association;

   3. distributing and collecting a signed acknowledgment of receipt of notice of the Agreement's provisions regarding union security and the packet explaining employee rights associated with the agency fee to those new employees who do not elect to become members of the Association during the orientation.

**Section 3.8 – Release Time**

A. The Association shall be granted up to 150 days release time. The Association will submit the names of Association members and the expected days desired to be absent for the school year, if known. All requests of fewer than ten (10) employees must be submitted at least three (3) working days in advance of the expected day(s) of absence; requests for more than ten (10) employees must be submitted at least five (5) days in advance of the expected day(s) of absence.

B. The District will provide release time for up to 40 KEA members to attend the annual WEA Representative Assembly provided that notice of the dates is provided to the District by January 1. Any request in excess of 40 members must be approved by the Superintendent.

C. KEA members elected to state or national Association office will be granted release to attend related obligations.

D. The District shall make salary payments to and insurance contributions on behalf of such employee if the employee is not on release time, provided that the Association shall reimburse the District for those salary and insurance costs to the District allocable to the release time. When detailed plans for a guest teacher are required of a classroom employee, the Association shall reimburse the District for the cost of the guest teacher only.

E. In the event the Association fails to reimburse the District as required above, the District may, at its discretion, file a grievance against the Association.

**Section 3.9 – Building Representatives**

A. Association building representatives shall meet with individual school principals at least monthly at mutually agreed upon times to discuss the administration of this Agreement as it relates to that particular school and other matters of concern to either party, provided that neither the principal nor the Association building representatives have the authority to reach any decision which changes this Agreement.

B. Association building representatives may request information regarding building's long-term maintenance plans and major curriculum changes, including the District's computer plan for the building.

C. Building representatives will have the opportunity for input prior to any final decision on the initial building budget preparation.

D. If the building principal and a majority of employees in a building approve, then the Association building representative shall not be assigned non-classroom supervision of students.

E. It is preferred that issues be resolved as efficiently as possible by those closest to the problem. As such, KEA building representatives are encouraged to discuss site-based issues with principals prior to filing a grievance and may be accompanied by other Association representatives when doing so. Site specific issues may also be raised in the HR/KEA weekly meeting.

**Section 3.10 – Management Rights**

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

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

A. There shall not be authorized any strike, slow down, or any other stoppage of work by the Association, regardless of whether an unfair labor practice is alleged. Should a strike, slow down or stoppage by the Association members occur, the Association shall immediately instruct its members to return to work. If the employees do not resume work as required by the Agreement immediately upon being so instructed, they shall be subject to discipline, including discharge.

B. The District agrees that there will be no lockout of employees represented by the Association.

C. This section of the Agreement may be reopened each year in July by either party, and shall remain open until agreement is reached on this section by both parties.

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

A. The District and the Association agree to establish and participate in a joint labor-management committee to address areas of mutual interest. The parties are responsible for selecting their representatives to the committee. Under no circumstances shall collective bargaining occur in any committee meeting, however recommendations from the committee can be made to the negotiations teams. Likewise, the Labor-Management process will not be a substitute for the contractual grievance process.

B. The Labor Management Committee will be established and will include up to six (6) representatives for the Association and up to six (6) representatives for the District. One week prior to any scheduled Labor Management Meeting, the parties will compile an agenda of issues to be discussed. Meetings will be scheduled monthly but may be canceled or rescheduled by mutual agreement. Employees attending the Labor Management Meeting during their regularly scheduled work day shall not suffer a loss of pay.

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

# ARTICLE IV – EMPLOYEE RIGHTS

## Section 4.1 – Individual Rights

A. Discrimination

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

B. 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.

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 against, or harassed 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 in the event of harmful contact of a staff member by a student. See Exhibit H for the Employee Safety 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 their 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 they see fit.

D. Parents and Public

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

E. Civility

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

F. Legal Redress

Employees may seek legal redress for violations of the law committed by students, parents/guardians, or members of the public against the employees, when such violations occur during the course of the employee's duties. The District will cooperate with law enforcement and prosecutors to the fullest extent allowed by law. Employees who are required to appear in court related to violations of law committed by students shall be entitled to the leave in Section 5.7.

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. 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.

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. If video and/or electronic monitoring system records are used in connection with an investigation of employee conduct, the District 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 is 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.

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 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 students, including the time apportioned to instructional subjects, taking into consideration individual differences among students: Provided, that all students shall receive instruction in such prescribed courses of study as required by law and regulations.

3. Teachers shall be responsible for the assessment of each student'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 students 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 2330, Academic Freedom.

7. The principle of academic freedom of expression for the 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 the 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 (IMC). The Association is guaranteed six (6) seats on the IMC. The Association will submit names of replacements for any KEA-identified members whose term is expiring to keep KEA representation at two representatives from the elementary, middle, and high school levels for a total of six (6) representatives. These names are to be submitted to the IMC Chair by the last school day in September each year and will become the KEA members of the IMC provided such names are submitted by the deadline. Failure of the Association to identify appropriate representatives to the IMC chair will not prevent the IMC from meeting and performing its work. The District will provide the Association with the curriculum adoption schedule and proposed meeting dates for each school year by September 30th. If a KEA member has to be changed or otherwise added after the deadline, the committee work can continue on without having to reconsider prior business of that year's committee work.

**Section 4.2 – Just Cause**

A. No employees shall be disciplined or reprimanded without just and sufficient cause. No employee shall be subject to discrimination, intimidation, or harassment due to their dissent and/or differences with the administration. If an employee objects to any disciplinary action, they may use the grievance procedure. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing.

B. The District shall follow a policy of progressive discipline which shall normally include, letter of warning, letter of reprimand, suspension, or discharge as a final and last resort. Any disciplinary action affecting an employee shall be appropriate to the behavior which precipitated the action as well as any previous disciplinary action on file for the employee.

C. Any provisional employee who has been the subject of disciplinary action may be non-renewed at the conclusion of their current contract year.

D. Progressive discipline shall not apply in cases of deficient performance covered by Article VIII (Evaluation) or conduct which is of a serious or aggravated nature.

E. Prior to a meeting held to discuss allegations that may warrant disciplinary action, the employee shall be informed of the purpose, and that the employee has the right to have an Association representative present at the meeting.

F. The non-availability of an employee's requested Association representative shall not prohibit the investigatory meeting from taking place with a different Association authorized representative. The Association representative shall not obstruct or interfere with the interview. The Association representative shall be able to take notes and ask questions.

G. Any complaint not called to the attention of the employee may not be used as the basis for disciplinary action or adverse evaluation against the employee. Any written record made of a complaint against an employee must be called to the attention of the employee within ten (10) working days of the time the record was made.

H. This section and the grievance procedure, including binding arbitration, will not apply to matters where a remedy is provided by law, including employee performance (except for procedural matters covered under Article VIII (Evaluation), nonrenewal of contract for continuing or provisional employees, discharge, and/or adverse effect upon the employee's contract status.

**Section 4.3 – Personnel File**

A. One personnel file shall be maintained in Human Resources for each employee of the bargaining unit and may contain, but not be limited to: the original employee application, payroll authorizations, recommendations, transcripts, certification documents, correspondence, evaluation reports, and pertinent data concerning the employee.

B. A building working folder, which must be maintained in a paper format, may be maintained by the building principal or other immediate supervisor. This file may contain materials and notes including letters and e-mails from parents and students, letters documenting meetings held for possible disciplinary actions, and written directives. No derogatory material shall be placed in the building working folder unless first shared with the employee. The employee has the right to add information in explanation of materials already in the building working folder and may add other items relevant to their employment. Materials in the building working folder may be kept for up to three years. Upon mutual agreement of the principal and the educator, materials may be kept for longer than 3 years or removed earlier than 3 years. If an educator changes building, their building working folder will not be shared with the new building and still purged on the 3-year timeline.

C. Employees shall, upon request, have the right to inspect all contents of their District personnel file and/or building working folder. The employee may be accompanied by another person of the employee's choosing to review the personnel file and/or building working folder. Upon request, an employee will be provided a copy of any or all documents contained in the District personnel file and/or building working folder including verification of employment, at no cost to the employee. Employees will be notified of all items that will be placed in personnel files

and building working folders as confirmed by initialing or electronic confirmation of delivery, unless the document has been initiated or submitted by the employee. The employee has the right to add information in explanation of materials already in the personnel file and may add other items relevant to their employment.

D. Employees may request that letters documenting disciplinary action that are more than three (3) years old be removed from their building working folder provided there has been no further disciplinary action within the three-year period. Any materials filed longer than five (5) years in the personnel file kept within Human Resources shall, at the employee's request, be removed provided:

1. the materials are not required to be retained by law;

2. the materials are not part of a formalized continuing action;

3. the District may keep documents regarding allegations of physical or sexual abuse or harassment for more than five (5) years if these documents are kept in a sealed file in the possession of the District's legal counsel; or

4. the District may keep the employee's evaluation for more than five years if the evaluation is kept sealed in a separate archive.

Such requests shall be made in writing.

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

1. is on a plan for improvement pursuant to Article VIII;

2. is on probation pursuant to Article VIII;

3. has a grievance pending resolution pursuant to Article IX;

4. has been given notice of probable cause for disciplinary action which is still subject to appeal or being appealed; or

5. has been given notice of probable cause for discharge, adverse effect or nonrenewal of contract which is still subject to appeal or being appealed.

**Section 4.4 – Employee Protection**

A. The Board will name employees as an additional insured on the District's liability and errors and omissions insurance programs. The scope of protection will not exceed the coverage purchased for the District; provided such insurance includes malpractice protection for school nurses, psychologists, speech-language pathologists, physical and occupational therapists; and provided further that the District agrees to defend, indemnify, and hold the employee harmless against any and all claims, suits, orders, or judgments brought or issued against the employee

as a result of any action taken or not taken by the employee in the course of performing their job.

B. The District agrees to select an insurance carrier who also agrees to defend, indemnify, and hold the employee harmless against any and all claims, suits, orders, or judgments brought or issued against the employee as a result of any action taken or not taken by the employee in the course of performing their job, excluding gross and/or willful negligence.

C. The Board of Directors will provide employees' insurance* to pay for loss or damage to personal property of school employees when engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof.

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

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

A. Employee Responsibilities

Employees shall have the following responsibilities with respect to the discipline of students:

1. Each employee shall enforce the prescribed school District rules for student conduct.

2. Each employee shall comply with school District and building rules and guidelines relating to the discipline of students.

3. Each employee shall maintain good order and discipline of students in the classroom, when students are under the employee's supervision, and/or in the employee's presence.

4. Each employee assigned to classroom duties shall keep and maintain accurate timely reports of student progress and daily student attendance. Secondary teachers shall enter grades every two weeks. Special projects may require additional time.

5. Each employee shall conduct themselves in a professional manner including in their communications and interactions with students.

B. Employee Authority and Methods of Student Support

1. Definitions per WAC 392-400-025, RCW 28A.600.495, RCW 28A.600.020:
    a. Classroom exclusion: the exclusion of a student from a classroom or instructional or activity area for behavioral violations. Classroom exclusion does not include actions that result in missed instruction for a brief duration when:
        i. A teacher or other school personnel attempts other forms of discipline to support the student in meeting behavioral expectations; and
        ii. The student remains under the supervision of the teacher or other school personnel during such brief duration.
    b. Emergency (School) Removal: the removal of a student from school because the student's presence poses an immediate and continuing danger to other students or

school personnel, or an immediate and continuing threat of material and substantial disruption of the educational process.

c. Expulsion: means a denial of admission to the student's current school placement in response to a behavioral violation.
d. Long-term suspension: a suspension in which a student is excluded from school for more than ten consecutive school days.
e. Short-term suspension: a suspension in which a student is excluded from school for up to ten consecutive school days.

2. Employee Authority

Subject to the limitations set forth below in connection with the classroom exclusion 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 suspension or emergency school removal 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.

3. Methods of Student Support

a. Discipline

Discipline shall mean all forms of correction excluding suspension, expulsion, and emergency school removal 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 on 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. Classroom Exclusion

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 their 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 which may include a phone call to the parent/guardian; 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 - their designee and the teacher have conferred. (See RCW 28A.600.020).

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 classroom exclusion 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 school removal.

iii. The principal or designated school authority shall meet with the student as soon as reasonably possible following the student's classroom exclusion and take or initiate appropriate corrective action. In no case shall the student's opportunity for such a 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, determine what led 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. The analysis will be shared with the Association within five (5) school days of the incident. and will include all reported information on the Room Clear Protocol in the following fields: time, date, location, and approximate duration of the room clear, determination of antecedent, student supports, and location of relocated students.

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.

d. 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.

e. Repeat Weapons and Serious Assault Offenders

Students who bring and/or use weapons and/or dangerous devices, or physically touch school personnel in a manner that is designed to threaten, intimidate, or harm shall receive discipline identified as appropriate under state law and KSD Board policy.

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 their 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 themself, a fellow employee, 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 threat against any employee shall have the authority to impose classroom exclusion and recommend an appropriate sanction which may include suspension, expulsion or emergency school removal 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 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.

D. Visitors

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

**Section 4.6 – Employment Contracts**

A. General Conditions

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

2. The Board shall make, with each employee employed by it a written contract, which shall be in conformity with the laws of the state, and except as otherwise provided by law, limited to a term of not more than one year. The contract forms for regular, supplemental, and separate contracts are attached hereto as Exhibits 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 the contract prior to July 1 shall be granted provided a letter of resignation is submitted prior to that date.

   c. A release from the contract after July 1 shall be granted provided a satisfactory replacement can be obtained.

   d. A release from the 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 a contract will not be issued, however, unless the District holds a written statement from the employee on leave to the effect that the employee will not return for the balance of the leave replacement contract.

   d. Retire/rehire contract: for certificated employees who have retired from Plan I of the Teachers Retirement System pursuant to RCW 41.32 et seq. In order to address employee shortages, particularly in hard-to-fill positions, certificated employees who retire and are separated from service for at least one full calendar month may be rehired for up to 867 hours per school year while receiving a full pension (ESHB 181). Retired/rehired employees are not leave replacement employees although the law treats them as if they were for the purposes of continuing contract provisions. Positions for

which a retired applicant might be considered must be posted and interviews must be held.

2. Length of Contract. The length of the annual employee base contract shall be 185 workdays: 180 student school days and five (5) non-instructional workdays scheduled as described in this section.

   a. Employees will work two (2) building-directed workshop days. The second of these days will be scheduled a minimum of two (2) days before the first student school day.

   b. There will be three (3) additional mandatory workshop days. These days will be used for workshops or as floating goal setting days as follows:

| | |
|---|---|
| October | Elementary Floating Goal Setting Day<br>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) |
| Fall | Elementary and Secondary Workshop Day (7 hours employee directed) |
| March | Elementary and Secondary Workshop Day (7 hours employee directed). |

   Workshop days must be worked in their entirety. Goal setting 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 in any increment as 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 they 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). 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 Preservice Days (4.6.B.2.a&b); and elementary counselors: five (5) days in addition to Preservice Days (4.6.B.2.a&b).

c. Behavior interventionists and social workers: three (3) days in addition to Preservice Days (4.6.B.2.a&b), 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 Teacher Librarian Tech Integration Specialists (TLTIS): ten (10) days in addition to Preservice Days (4.6.B.2.a&b),

e. Elementary Teacher Librarian Tech Integration Specialists (TLTIS): eight (8) days in addition to Preservice Days (4.6.B.2.a&b),

f. Secondary athletic director, if a member of this bargaining unit: five (5) days in addition to Preservice days (4.6.B.2.a&b) in conjunction with their building administrator for work related to athletics which begin before the school year.

g. Vocational employees: as mandated by the District's vocational program and accreditation requirements

h. 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 |

i. Nurses:

i. Nurses shall be released from District/Building directed activities occurring during Preservice Days (4.6.B.2.a&b) above.

ii. Nurses will receive additional days beyond Preservice Days (4.6.B.2.a&b) to be used between August 1 and November 1. The number of days prior to the school year will be based on school/program assignment as follows:

- High Schools: Seven (7) days of nursing time for each school.
- Middle Schools: Five (5) days of nursing time for each school.
- Elementary Schools: Three (3) 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 two (2) days 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.

j. Inclusive Education Case Managers: one (1) day in addition to Preservice Days (4.6.B.2.a&b) to review, plan and prepare for IEPs, BIPs, and ERPs on their caseload and make contact with families.

k. Contracts with 10 extra days shall work the 5 days before the start of the year and 5 days after unless it is mutually agreed upon to substitute other days.

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.

4. The Supplemental Contract Evaluation System

   a. The evaluation of an employee's performance of the duty under a supplemental contract need not be conducted by the evaluator unless it becomes apparent to the evaluator that the employee is performing unsatisfactorily on one or more of the evaluative criteria, provided the evaluation of an employee's performance of the duty under a supplemental contract shall not be determined to be "not satisfactory" unless the evaluator has followed all the procedures and guidelines of this Article.

   b. The employee's performance under a supplemental contract shall be evaluated by the principal or assistant principal using the appropriate criteria for the supplemental contract and the Supplemental Contract Performance Appraisal Form. The supplemental contract evaluation shall be completed within thirty (30) days after the end of the supplemental contract assignment, but no later than the employee contracted year.

   c. An employee shall be notified by the evaluator within a reasonable time after it becomes apparent that they are performing unsatisfactorily. In connection with such notification, a meeting shall be scheduled between the evaluator and the employee to discuss the unsatisfactory performance. At this meeting, the evaluator shall review specific written areas of concern (and written suggestions for improvement) based on documented observation and/or other supportive information.

   d. Upon completion and discussion of the Supplemental Contract Appraisal Form with the employee, the employee shall sign such a form to indicate their awareness of the performance appraisal. Such signature shall not necessarily be interpreted to mean agreement with the comments and/or summary statements. A copy of the Supplemental Contract Appraisal Form shall be given to the employee. In the event the employee disagrees with the formal evaluation or disagrees with any statement contained in the Supplemental Contract Appraisal Form, they may, within fifteen (15) days after the receipt of the formal evaluation form, write a detailed statement concerning the points of disagreement. The statement shall be placed in their personnel file with the appraisal form.

   e. Evaluative Criteria for Supplemental Contracts include:

      i. Knowledge and scholarship in special field.

a. Demonstrates depth and breadth of knowledge and strategies of the activity.
b. Demonstrates skills, techniques, and methods of directing/coaching the activity.
c. Demonstrates adequate planning and preparation for scheduled events.
d. Demonstrates ability to assess skills of the students in the activity.

ii. Specialized skills
a. Demonstrates appropriate knowledge, skills, and techniques of first aid and safety.
b. Demonstrates skills in organizing and directing preliminary and culminating activities.

iii. Management of special and technical environment
a. Demonstrates necessary knowledge of budgeting and purchasing procedures for the activity.
b. Demonstrates knowledge of acquisition, management and care of equipment and facilities.

iv. Involvement in assisting pupils, parents, staff and other personnel
a. Demonstrates ability to develop effective student relations.
b. Demonstrates ability to work effectively with staff.
c. Demonstrates ability to establish effective communications reflecting openness and honesty with the school community and the news media.
d. Demonstrates ability to establish effective interpersonal relationships.

v. The employee as a professional
a. Demonstrates willingness to participate in in-service and/or other related educational opportunities.
b. Demonstrates positive model to students through their conduct during leadership of activity.
c. Demonstrates knowledge of the applicable league, District and school rules and regulations for the activity through their continued support and compliance with them.

vi. Effort toward improvement when needed.
a. Demonstrates continued development of strategies to meet specified goals and objectives.
b. Demonstrates willingness to use constructive suggestions.
c. Demonstrates willingness to upgrade skills and/or knowledge of activity.

**Section 4.7 – Assignment**

A. Definition of Assignment

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

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

C. Change in Assignment

1. 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 and the appropriate Human Resources administrator. See Section 4.7.G for compensation for such assignment change. If the employee does not agree with the change in assignment, they may appeal the principal's decision to the appropriate Human Resources administrator. The appeal will not delay the change of assignment. Such an appeal will be made within five (5) days of receipt of the notice. The District will respond within two (2) days.

2. 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 of the employee's new assignment, but no later than the tenth school day of the school year or the Friday after Labor Day, whichever is later. 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.

3. When more than one teacher has the appropriate qualifications/endorsements to be reassigned, the District will always seek volunteers and prefer to select volunteers first from among the qualified candidates for reassignments.

    a. The District will not select provisional teachers, teachers on probation, teachers in the process of pursuing National Board certification (any employee who has registered prior to March 1 of the current year for National Board certification), or District program specialists if other options are available.

4. Teachers who are involuntarily reassigned to another school building and who wish to resign in lieu of accepting the reassignment shall be released after 15 school days or when a suitable replacement is found, whichever happens first.

5. After the tenth school day of the school year or the Friday after Labor Day, whichever is later, the District and Association shall meet to discuss any changes of assignment and reach agreement before the change is made.

6. Evaluation results for certificated classroom teachers must be used as one of multiple factors in staff assignment per RCW 28A.405.100. Student test scores will not be used as a factor for staff assignments outside of the evaluation process.

D. Elementary Split Classes

The District will not assign an elementary 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 elementary general education split classes (see also 7.2.A.5.g).

E. Compensation and Assistance

1. If a change in assignment within a school occurs during the school year (including pre-service days), the employee will at - their discretion, either receive two (2) days per diem compensation or be relieved of regular duties for two (2) working days to complete the change in addition to options in Sections 4.7.H, if applicable.

2. If a change in assignment results in a change in schools during the school year (including pre-service days), the employee will at their discretion, either receive three (3) day per diem compensation or be relieved of regular duties for three (3) working days to complete the change in addition to options in Sections 4.7.H and 4.9.H, if applicable.

3. If a classroom move that is not the result of a change in assignment occurs during the school year (including pre-service days), the employee will at their discretion, either receive two (2) days per diem compensation or be relieved of regular duties for two (2) working days to complete the change.

4. Employees who initiate/volunteer for changes of assignment and/or classroom move do not qualify for compensation. Whenever a classroom move occurs, the District will provide boxes and needed moving supplies and will move all materials.

F. Supplemental Contract Positions

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

G. Change in Curriculum Responsibilities

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

1. Change in content or grade level with no training or experience in that content or grade level within the preceding four (4) years.

2. Change in inclusive education programs (Example: reassignment from an IP classroom to an ASC classroom).

3. An employee moving to a school where there is a significant difference in a school-wide program. (Example: moving from a school with a traditional grading system to a school with a standard based grading).

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

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

2. One district in-service workshop in the new curriculum area

3. One day of paid release time for classroom observation in the new curriculum area

4. Participation in a district-sponsored training workshop

5. Other options, as mutually agreed upon with the employee's supervisor

6. Seven and one-half (7.5) hours of Principal Effective Education hours.

H. Co-teaching

a. Secondary teachers assigned to co-teaching positions will equally share responsibilities for teaching and learning, including instruction and assessment. In recognition that co-teaching partnerships have different needs, each co-teaching pair will submit preferences by the end of September to building leadership regarding how to handle class coverage in the event of an absence. Co-teachers will participate in the class-coverage rotation for their assigned planning periods only.

b. If the co-teachers develop difficulties working together:

    i. The co-teachers will both meet with their administrator to attempt to resolve their issues.
    ii. If after the meeting with their administrator difficulties still exist, the District will provide additional supports to assist the co-teachers in

relationship building, or other topics, depending on the individual circumstances.

iii. The administration will collaborate with KEA reps to help develop support plans for these teacher pairs, if difficulties still persist.

iv. If there are still difficulties, subsequent to the additional supports being provided, the building administrator will re-assess co-teaching assignment for the following school year.

v. If possible, prior to the end of first semester, if teachers are still having difficulties, KEA and KSD will work with the school administration and affected teachers to try and make changes up to adjustments to teacher schedules at semester.

c. The District will provide each teacher given a co-teaching assignment with professional development on effective co-teaching. Whenever possible, the training will be provided before the beginning of the teaching assignment. Training must occur as soon as possible but no later than the end of semester 1 or by the end of quarter 3 for a semester 2 class. Any training held outside of the contract day will be compensated for at the per diem rate.

d. 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.

e. See Section 7.2. for class size/workload. The total number of enrolled students, general education and specialized program (IEP and MLE) students will be allocated to the general education teacher's class size and daily enrollment count, while only the students on the specialized program teacher's roster will be counted on the specialized program teacher's workload.

**Section 4.8 – Vacancies and Voluntary Transfers**

A. Definitions

1. A "vacancy" shall be defined as a new position or a position not already filled by an employee from within a building.

2. A "transfer" shall be defined as a change from one building to another without a change in salary.

B. Vacancies for positions covered by this bargaining unit will be posted on the District's website under "KSD Careers," copies of which will be forwarded electronically to the Association office as they become known, except: (a) for a leave replacement contract position and (b) for positions where a person previously on leave replacement contract is being recommended to fill the vacancy.

C. All FTE .2 or less may be given to current employees within the building if they are eligible for an increase and all eligible employees have the opportunity to request the increase. If more than one eligible employee expresses interest, the principal must meet with all interested,

eligible employees before allocating FTE to an employee. If no eligible employee exists within the school, the principal must post the additional FTE.

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

E. Employees will be offered an interview if they meet the certification and the specific requirements of the position as listed in the vacancy announcement. Employees meeting the minimum requirements will be notified of their interview time.

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

1. Qualifications of the employee

2. Requirements of the position

3. Program needs of the District and the individual school

4. Suitability of the employee in terms of the needs of the position, including success in previous assignments

5. Employees previously appointed to positions through involuntary transfer

6. Ability, relevant experience, and performance being equal, the employee with the most seniority shall have their preference

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

H. Transfer During a School Year

1. Requests for transfer being implemented during the current school year shall only be considered with approval from the employee's immediate supervisor and the assistant superintendent of human resources.

2. If a transfer occurs during the school year, the employee will either be relieved of regular duties two (2) school days to complete the transfer or compensated for two days at per diem pay. The District will provide boxes and needed moving supplies and will move all materials.

**Section 4.9 – Involuntary Transfer**

A. An involuntary transfer shall be defined as a change from one building to another without change in salary when the employee has not requested such transfer.

B. It is recognized that an involuntary transfer is not a generally satisfactory method for filling a vacancy and, as such, will not be resorted to unless all other reasonable avenues have been pursued. However, the parties recognize that because of overstaffing a building or the loss or relocation of a program, it may be necessary to involuntarily transfer employees.

C. Human Resources will generate a list of employees subject to involuntary transfer by least seniority and share it with principals to inform impacted employees. A list of transfer positions will be available to all Association employees before the involuntary process is initiated. Volunteers will be sought prior to initiating an involuntary transfer. If more than one employee volunteers, the employee with the most seniority will be offered the transfer. If there are no qualified volunteers, the employee with the least seniority in an elementary building, secondary department, or special program shall be involuntarily transferred unless there is an overriding program need.

D. If an employee on leave is entitled to return to the position previously held at the end of their leave, the employee's leave replacement will remain in said position provided that the employee on leave has sufficient seniority to remain.

E. The district shall notify the employee in writing when an involuntary transfer is made.

F. In the event that there is more than one employee being involuntarily transferred at the same time, volunteers for the involuntary transfer will have first choice of available assignments (in order of seniority) and then other involuntarily-transferred employees will be given their choice, based on seniority, from among the positions being filled for which they are qualified.

G. For the purpose of involuntary transfer, and for that purpose only, the seniority of an employee who, in the immediately preceding twelve (12) months, had a leave replacement contract which was changed to provisional or continuing status, shall be:

    1. Considered to be less than the seniority of any employee in that elementary building, secondary department, or special program and

    2. The normal definition of seniority in the case of two employees in this circumstance in the same elementary building, secondary department, or special program.

H. If an involuntary transfer occurs during the school year, including a volunteer for the involuntary transfer, the employee will be relieved of regular duties two (2) school days to complete the involuntary transfer. The District will provide boxes and needed moving supplies and will move all materials.

I. Persons involuntarily transferred, including a volunteer for the involuntary transfer, shall have the first priority in filling vacancies from which they were involuntarily transferred within a two (2) year period from the time the employee was transferred.

J. In an effort to support the professional growth and retention of new employees and employees with a documented need to improve performance, the following categories will be exempt from IVT unless there is an agreement between the parties per Section 4.11 (Staff Reallocation):

1. those employees holding provisional contracts will be exempt from the involuntary transfer process,
2. any employee who has registered prior to March 1 of the current year for National Board certification,
3. any employee who has been placed on Probation, and
4. 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 summative evaluation during the current calendar year if the IVT occurs after evaluations have been completed.

Therefore, the employee holding a regular contract with the least seniority in an elementary building, secondary department, or special program shall be involuntarily transferred unless there is an overriding program need.

**Section 4.10 – Job Sharing**

A. Job sharing shall refer to two (2) employees sharing one (1) full-time position while also being on part-time annual leave for the balance of a full-time contract (and will be an exception to the usual one-year limit on annual unpaid leaves).

B. Responsibilities of an assignment by two (2) job sharing employees may be divided and/or allocated according to a plan designed by the job sharing employees with the approval of their immediate supervisor.

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

D. Employees holding job sharing assignments shall be granted the appropriate annual fractional leave which may be renewed upon mutual agreement of the employees, immediate supervisor, and Human Resources.

E. In the event a long-term replacement is required for a job share, the district will ask the remaining employee if they would like to fill the position.

F. Mutual agreement to continue a job sharing situation for the following year shall be made no later than April 1. If any one of the three individuals (the two job-sharing employees and the building principal) does not agree to continue the job share, it shall be communicated in writing to the other individuals no later than April 1.

**Section 4.11 – Staff Reallocation**

A. It is recognized that a need exists to provide reallocation of staff to meet the unique needs of both the individual employee and the District. The reasons for such staff reallocation may be staff revitalization, staff compatibility, resolution of a personnel problem, or maintenance or improvement of the educational program. Staff reallocation shall be limited so as not to be overly disruptive to an individual building. Accordingly, transfers for the following year, may be made, notwithstanding any other provision(s) of this Agreement.

B. The individual transfer may be requested by the employee and/or the building/program administrator and shall be decided by the superintendent or their designee and the Association President.

C. Employee(s) so transferred shall be notified in writing as soon as possible. The written notification shall include the reason(s) for the staff reallocation.

D. The provisions of Article IX of this Agreement relating to grievances shall not be applicable to assignments made using the staff reallocation process.

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

A. In the event of an anticipated building closure, the following involuntary transfer process will be implemented.

B. The District shall notify the Association and affected employees of the impending closure no later than May 15 of the year preceding the closure.

C. The employee with the greatest seniority within that elementary building, secondary curricular area, or special program shall have first choice of available positions in their current content area for which they are qualified.

D. The District and Association shall agree to the list of open positions before releasing the list to the employees and before posting these positions. Should additional positions become available before the actual selection, the Association shall be notified, and the positions will be added to the list.

E. Employees will be notified of all open positions as early as possible prior to the end of the school year. The employees shall be allowed three days to consider the available positions. The District shall contact each employee in order of seniority. The employee will select from the available positions.

F. Employees in specialized positions, where there may be limited opportunities for selection, shall be placed in positions on a case-by-case basis based on their qualifications. These positions may include, but are not limited to, art, technology, library, and counseling. Employees teaching music shall be placed using current District practice.

G. For the purpose of involuntary transfer caused by a building closure, the seniority of the employee who, in the immediately preceding twelve months, had a leave replacement contract

which was changed to provisional or continuing status, shall be considered to have less seniority than any employee in that elementary building, secondary curricular area, or special program.

H. In the event that two or more employees had a leave replacement contract which was changed to provisional or continuing status, their seniority shall be determined as defined in Section 7.8.C.1 and 2.

# ARTICLE V – LEAVES

## 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 392-136 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 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 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. 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 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. 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. 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;

g. A sibling;
h. or someone in the immediate household (all people living in the same family unit, not necessarily related).

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 ten (10) percent of staff per building (rounded up to the nearest whole number) will be granted leave for any given day.

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 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 the 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 with a final reminder coming between June 7 and June 9. 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 above in C.1 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 quarter-hour increments (see Section 7.1.J).

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.

**Section 5.3 – Extended Health Leave**

A. An employee who is unable to perform their duties because of a serious health condition may be granted a leave of absence up to one (1) school year beyond the school year in which leave began whether through use of available paid leave or unpaid leave. A portion of the Extended Health Leave may include time designated as Family Medical Leave under the FMLA and/or Washington Family Leave Act. Additional leave beyond one (1) calendar year may be granted in unusual circumstances by mutual agreement of the District and the Association. The employee shall have the option of using eligible paid sick leave or may take unpaid leave under FMLA.

B. The District will require certification by a licensed health care provider that the health reason is valid and will also require that the employee present a written release for return to duty by their licensed health care provider before returning to active service.

C. Application for such leave shall be made in writing to Human Resources and submitted in advance of the commencement of the Extended Health Leave whenever possible.

**Section 5.4 –Parental Leave**

A. Maternity Leave

   1. A maternity leave without pay shall be granted to any employee because of medical disability due to childbearing, as verified in writing by the employee's licensed health care provider, for the period the licensed health care provider verifies the employee is disabled due to childbearing.

   2. All or any portion of a maternity leave taken by an employee because of a medical disability, may at the employee's option, be charged to their available sick leave, or WA

PFML, for the period the employee's personal licensed health care provider certifies in writing that the employee is disabled due to childbearing.

B. Child Placement Leave

1. A leave, not to exceed an aggregate of ten (10) workdays in a given calendar year, may be granted by Human Resources for adoption or foster-care placement, including other emergency situations where the employee has recently become legally responsible for the care of a minor child. These leave days may be used for court and legal procedures, home study and evaluation, adoption related travel, and required home visitation by an adoption agency. Documentation for these leave dates may be required upon request of Human Resources. Either accrued paid time off or leave without pay may be utilized for this leave.

C. Parental Leave (Maternity/Paternity)

1. Following the birth of a child, employees are eligible for parental/child bonding leave and may take up to twelve (12) weeks parental leave within one calendar year of the birth date. Sick leave or Washington PFML may be used to allow for the purpose of bonding during this leave. In any case where both spouses are employed by the District, each spouse will receive the same parental bonding leave allowed for an individual staff member.

2. Following the adoption placement or receipt of permanent custody of a child through the age of five (5), an employee may take up to twelve (12) weeks parental leave within one calendar year of the placement. Sick leave or Washington PFML may be used to allow for the purpose of bonding during this leave. In any case where both spouses are employed by the District, each spouse will be eligible for the same parental bonding leave.

3. If spouses work for KSD and are both FMLA eligible, the twelve (12) weeks of FMLA will be shared.

4. If the child is born more than twelve (12) weeks before the end of the school year, the employee may elect to take an optional parental leave of absence without pay for the purpose of child rearing for any portion of the remaining school year. If the child is born less than twelve (12) weeks prior to the end of the school year, the employee may elect to take an optional parental leave of absence without pay for any portion of the remaining school year or for the balance of the remaining school year and for any portion of the following school year if so requested in writing by June 1.

5. If an employee is on an unpaid parental leave of absence and does not qualify for FMLA, the employee must work a minimum of half of the school days in the month of June in order to receive district benefits for the time period beginning July 1 through September 30.

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

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

F. Reemployment rights: Assignment upon return from maternity or parental leave shall be guaranteed and shall be into the employee's former position, if available, or if not available, at least an equivalent position. Such employee shall retain all rights, seniority, and benefits commonly afforded employees on leave without pay, including those under the continuing contract statutes.

G. An employee who is pregnant may continue in active employment as late into their pregnancy as they desire, unless their health care provider determines they are unable to properly perform their required duties.

**Section 5.5 – Bereavement Leave**

A. Up to five (5) days bereavement leave may be granted in the event of a death in the immediate household or immediate family. In the event of death of the employee's child, spouse, or domestic partner, up to ten (10) days bereavement leave may be granted. Bereavement leave of one (1) day will be granted for members of the extended family and/or a close friend.

B. Definitions

1. Immediate Household – All people living in the same family unit, not necessarily related.

2. Immediate Family – Husband, wife, parent, child, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparent, grandchild or loss of pregnancy.

3. An employee's domestic partner and their relatives will be considered on the same basis as a spouse or spouse's relatives for purposes of this section.

4. If an employee is a guardian of an individual, the "ward" will be considered on the same basis as a spouse or child.

5. Extended Family – Niece, nephew, aunt, uncle, cousin, or close friend.

C. Employees may be granted up to two days paid bereavement leave for travel time if needed.

D. Employees may be granted up to three (3) days in situations in which the attending physician or licensed practitioner deems that death is imminent for a member of the employee's immediate family. These days may be used in addition to the days granted above.

E. Bereavement leave shall not be cumulative and may not exceed 13 days per year; any exception must be approved through Human Resources on a case by case basis. In the event additional days are needed for bereavement leave, the employee may use accumulated sick leave.

**Section 5.6 – Leave to Serve as an Elected Public Officeholder**

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

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

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

**Section 5.8 – Military Leave**

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

If an employee on deployment exhausts their leave, they are eligible to request leave donations per Article 5.1.D pursuant to WAC 357-31-390.

**Section 5.9 – Professional Leave**

A. With the approval of the building or department administrator, paid professional leave may be granted for up to seven (7) days per year. Additional days must be approved by 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, National Board Certification exam (6.2.B.2) 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.

C. Teaching Abroad/Exchange Leave

   Because much value can be obtained to the District when an Employee assumes teaching responsibilities in a foreign country the District may grant Teaching Abroad/Exchange Leave to eligible educators who choose to take on these experiences. Teaching Abroad/Exchange Leave, if approved, can be allowed for up to two (2) school years if required for the teacher exchange contracts. Documentation of this requirement may be required by Human Resources prior to authorizing such leave. Anyone on such leave must notify the District of their intent to return to KSD no later than May 1st of the preceding year upon which they intend to return to the district. No more than one such leave per building or community will be approved at the same time.

Eligible educators are those who have served in the Kent School District for a minimum of five (5) years.

**Section 5.10 – President's Leave**

A. To promote a greater sense of community and labor/management collaboration between the District and Association, the superintendent shall grant a full-time leave of absence to the president of the Association at the beginning of each school year.

B. During the leave the District shall make salary payments to, and insurance contributions on behalf of, the president as if they were not on leave, provided that the Association shall reimburse the District in advance monthly for the salary cost of the president. Salary payments to the president and reimbursements from the Association shall include any supplemental stipends paid by the Association to the president. In addition, any credit for state retirement shall be granted on the basis of the rules and regulations as governed by that system. In the event the Association fails to reimburse the District in advance as required above, the District may, at its discretion, cancel this section in its entirety.

C. The Association agrees to indemnify and hold the District harmless against any and all claims, demands, suits, attorney fees, or other forms of liability that may arise out of or by reason of the District's compliance with the terms of this section.

D. To assist with Association business, the Association reserves the right to release a second employee, up to a 1.0 FTE position, under the same conditions described above for the president.

**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 Workers' 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 Workers' 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. If an employee is harmed by a student in a manner that qualifies as a job-related injury under applicable Workers' 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.

**Section 5.12 – Other Leaves**

A. Leaves of absence, either full-time or partial, without pay, which are in the best interest of the District may be granted to employees for up to one (1) year period for the purpose of study, travel, recuperation, teaching in another school district, working in a professionally related field or other approved activities. Such leave may also be granted for job-sharing assignments, subject to the provisions of Section 4.10 (Job-Sharing).

B. The District may grant a leave of absence, either full-time or partial, to employees to assume an educational assistant position. During the leave, the District shall make salary payments to, and insurance contributions on behalf of the employee as if they were not on leave of absence. In addition, any credit for state retirement shall be granted on the basis of the rules and regulations as governed by that system.

C. Leave of absence without pay from the bargaining unit may be granted to certificated employees for temporary administrative assignment.

D. Leaves for study, travel, teaching in another school district, or working in a professionally related field must be requested in writing on or before June 1.

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

A. Purpose

The District and the Association recognize that employees are committed to meeting the needs of their students, public, and colleagues. They also recognize that employees may at certain times have personal or family needs, or professional opportunities to broaden or enhance their job skills which may conflict with job responsibility. To resolve these conflicts, the parties

hereby establish a collaborative process to accommodate an employee's need for leave without pay.

B. Exhaustion of or Inability to Use Discretionary Leave

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

1. The leave of absence must meet a unique need or special circumstance for one of the following reasons:

   a. Extraordinary opportunity for travel

   b. Classes or professional training

   c. Job interviews

   d. Religious reasons (includes religious holiday)

   e. Personal growth experience

   f. Family obligation or celebration

   g. Family hardships not covered by paid leaves (including illness)

2. The request for leave without pay shall be made to the employee's principal/supervisor no later than five (5) school days in advance of the first day of absence. In the event of an emergency or an extraordinary situation, the employee shall attach a complete explanation of the request. The principal/supervisor signature on the absence form indicates an awareness of the request but does not imply approval.

3. The total leave without pay and discretionary leave absences shall not exceed 15% absences in a building on any school day, with the exception of days directly before or after holidays, the first or last day of school, the day before or after the winter break, the day before or after the February break, or the day before or after the April break. On those days the limitation shall not exceed 10%. The limitation shall be administered on a first-come, first-serve basis at the building level.

4. An individual employee shall have the opportunity for leave without pay for a total of ten (10) days in a five (5) year period provided that leave without pay is limited to a total of five (5) consecutive days' absence. In the event the District designee agrees an extraordinary situation or emergency exists, the five (5) day limitation may be waived.

5. Use of leave without pay for extraordinary trips or travel is limited to twice in any five (5) year period.

6. Payroll deduction: Leave without pay shall be deducted at one day of the employee's base contract for each day of absence. Payroll shall make the deduction using the established payroll cutoff dates.

7. A joint committee of two (2) KEA and two (2) District members shall be formed for the purpose of hearing an appeal of a denied leave without pay request.

C. Exhaustion of Sick Leave

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

**Section 5.14 – Leave Provisions**

A. All leaves of absence for a period of one (1) year or more must be requested in writing to human resources and shall require approval of the Board of Directors.

B. Leaves of less than one (1) year without pay may be approved and granted by the Superintendent or designee.

C. Leaves not requiring approval of the Board of Directors will require that the employee submit a "Reason for Absence" form upon return to service. Forms shall be provided by the District for this purpose. The forms shall not be in conflict with the terms of the Agreement.

D. An employee on Maternity/Parental Leave, or a Leave for Study shall not be denied the opportunity to be placed on the guest teacher list, except to the extent limited by the employee's health care provider for an employee on Maternity/Parental Leave due to the employee's own serious health condition.

E. While on a leave of absence, the employee shall have the option to remain an active participant in fringe benefit programs by contributing thereto the amount required, but with no District contribution.

F. Reemployment Rights

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

G. Early Return from Leave

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

**Section 5.15 – Family and Medical Leave**

A. In accordance with the Family and Medical Leave Act (P.L. 103-3) and in addition to any other leave provisions in this Agreement, every eligible employee shall have the right to take up to a combined total of twelve (12) weeks of leave without pay per school year in connection with: (1) the birth and first year of care of a child; (2) the adoption or foster parent placement of a child; (3) the serious health condition of an employee's spouse, child, or parent; and (4) the employee's own serious health condition. When medically necessary, leave may be taken intermittently or on a reduced leave schedule (a leave schedule which reduces the number of hours per workday). The taking of leave intermittently or on a reduced leave schedule shall not reduce the total amount of leave to which the employee is entitled.

B. An employee shall be eligible to use the provisions of this section if the employee was employed 1250 hours or more during the immediately previous school year.

C. A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves continuing treatment by a health care provider or inpatient care in a hospital, hospice, or residential medical care facility. A "parent" means a biological parent or de facto parent. A "child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is (1) under 18 years of age; or (2) 18 years of age or older and incapable of self-care because of a mental or physical disability.

D. While an employee is on Family and Medical Leave, the District and the employee shall continue to make their respective contributions to the employee's benefits so that the employee shall continue to receive benefits just as if the employee were not on leave.

E. When foreseeable, the employee must provide 30 days' notice of the date when the leave is to begin, unless circumstances dictate otherwise, in which case the employee shall provide such notice as is practicable.

F. The District may require the employee to provide certification from employee's health care provider, or a family member's health care provider as to: (1) the date that the condition commenced, (2) the duration, (3) the necessity for the employee's leave, and (4) the employee's inability to perform their job functions. Upon return to the work, the District may require the employee to provide certification from their health care provider that the employee is able to resume work.

**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.

# ARTICLE VI – SALARIES, STIPENDS AND BENEFITS

## Section 6.1 – Provisions Governing Employees' Salary Schedule

A. General Condition

Each employee's salary for the current school year shall be determined by the employee's placement on the base salary schedule in this Agreement. For the 2024-2025 school year, each cell in years 0-20+ of the base salary schedule and the Professional Learning/Enrichment stipend (Section 6.4.I.2) shall be increased by the state's inflationary adjustment above the 2023-2024 school year. For the 2025-2026 school year, each cell of the base salary schedule and the Professional Learning/Enrichment stipend (Section 6.4.I.2) shall be increased by the state's inflationary adjustment above the 2024-2025 school year. The intent of this provision is to provide the state's inflationary adjustment of total prior year compensation. For the 2026-2027 school year, each cell of the base salary schedule and the Professional Learning/Enrichment stipend (Section 6.4.I.2) shall be increased by 1.0% plus the state's inflationary adjustment above the 2025-2026 school year. The intent of this provision is to provide the state's inflationary adjustment plus an additional 1.0% of total prior year compensation.

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:

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 their 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 their 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

"Per diem" is defined as the employee's base salary divided by the number of days in the base contract (currently 185). "Per diem hourly" is the per diem amount divided by 7.5 hours.

G. The stipends in this agreement shall be increased by the amount equivalent to the state's annual inflationary adjustment included in the state appropriations act (currently known as the IPD) each year.

**Section 6.2 – Commitment Payment, Certification Stipends and Support**

A. Commitment Payment

An 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, in accordance with WAC 392-140-973, that National Board Certified employee will receive an additional stipend 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, 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. 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.

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 possess 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 their 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.

D. Board Certified Behavior Analyst Stipend

An employee who is not otherwise receiving a stipend under paragraphs B or C 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 C.2 above.

**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 $31.25 per hour. Starting with the 2024-2025 school year, the guest teacher rate will increase at the percentage increase of the previous year's

certificated salary. If more than one percentage is applied to steps on the salary scale, the percentage used for this purpose will be the percentage applied to the BA level, year zero of the KEA base salary scale.

1. 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.

2. In-service opportunities designated by the District for pay for guest teachers will be compensated at the hourly guest teacher rate in effect at the time.

3. 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.

4. 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 they worked in the position.

5. Retired certificated teachers who worked for KSD at the time of retirement shall be paid an additional premium of $2.85 per hour above the base rate of pay for guest teachers.

C. Conditions

1. An assignment shall be a minimum of four (4) hours per day. Any assignment in excess of five (5) hours shall include a half-hour duty free unpaid lunch period.

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 four (4) hours and be paid the base rate of pay plus any applicable premium or may choose to leave the building and receive no compensation. If the guest teacher chooses to accept a full-day redeployment, they 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 four hour (4) assignments in the same day, which require travel to an additional building, shall be compensated at the rate of two four (4) hour 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 they have five days to request a meeting to discuss the Guest Teacher Feedback Form with Human Resources and the administrator who signed off on the form 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.

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-7), 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.

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

A. Supplemental Contracts for Extracurricular Assignments

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

2. Stipends split between employees must be pro-rated in the same proportion as the duties apportioned between the employees. Stipends shall be paid as follows:

| | |
|---|---|
| **HIGH SCHOOL** | |
| Yearbook | $3,407 |
| Band | $7,207 |
| Debate | $3,675 |
| *Drama | $4,341 |
| *Musical | |
| Production Director | $4,341 |
| Instrumental Director | $1,442 |
| Choral Director | $1,442 |
| *per production for a combined maximum of two productions per year | |
| Newspaper/Electronic Media and Bulletins | $3,277 |
| Orchestra | $5,307 |
| Vocal Music | $5,307 |
| Activity Coordinator | $8,714 |
| Senior Class Advisor | $1,311 |
| Class Advisor (Freshman, Sophomore, and Junior) | $656 |

| | |
|---|---|
| **MIDDLE SCHOOL** | |
| Activity Coordinator | $3,277 |
| Yearbook | $2,358 |
| Drama | $2,358 |
| Newspaper/Electronic Media and Bulletins | $2,358 |
| Band | $3,539 |
| Jazz Band | $2,620 |
| Orchestra | $2,620 |
| Vocal Music | $2,620 |

**ELEMENTARY**

Band $3,407

Stipend to cover two (2) out of contract day events/festivals per school, distribution, collection and maintenance of instruments.

Supporting music teachers who do not receive the band stipend, attending and contributing to performances may timesheet actual time up to 10 hours at the per diem rate.

General Music $1,528

Stipend for out of contract day performances

Supporting music teachers who do not receive the general music stipend, attending and contributing to performances may timesheet actual time up to 10 hours at the per diem rate.

Vocal Music $3,407

Stipend to cover two (2) out of contract day events/festivals per school. Vocal music performances are in addition to General Music performances.

Supporting music teachers who do not receive the vocal music stipend, attending and contributing to performances may timesheet actual time up to 10 hours at the per diem rate.

Orchestra $3,407

Stipend to cover two (2) out of contract day events/festivals per school, distribution, collection and maintenance of instruments.

Supporting music teachers who do not receive the orchestra stipend, attending and contributing to performances may timesheet actual time up to 10 hours at the per diem rate.

3. Stipends in this section will be divided equally and paid over the twelve (12) months of the contract year, with a double payment in October to account for September retro pay.

   Outdoor Education – Multi-day/Overnight Experience for 5th grade - $500. Stipend for employees involved in planning and attending camp, including the school's nurse provided they are involved in planning *and* attending camp. If the nurse does not attend camp, then they will receive $250 (for preparation). Stipends to be paid on the July pay warrant.

   Outdoor Education – Extended Day Experience for 5th grade - $250. Stipend for employees involved in planning and attending camp, including the school's nurse whether or not they attend camp (for preparation). Stipends to be paid on the July pay warrant.

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
   - Inclusive Education Department Curricular Leaders
   - Multilingual Education 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.

Curricular leaders will be chosen with direct input by their department. Curricular leader positions will be re-opened every two years.

2. The parties recognize that Inclusive Education Departments and Multilingual Education 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 Inclusive Education Department Curricular Leaders and Multilingual Education Department Curricular Leaders, will be paid an annual additional stipend of $1,589.

3. Payment of the stipend will be divided equally and paid over the twelve (12) months of the contract year, with a double payment in October to account for September retro pay.

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)

        iii. Inventory department equipment and supplies, including textbooks

    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. Review scope and sequence and courses offered and submit new course proposals, changes, and deletions.

    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. Act as a liaison between team and both district and building administrations.

i. Attend one curriculum meeting per month at the building during the contracted school year, up to 90 minutes per meeting.

1. Meetings outside the contracted work year are optional and will be paid at the per diem rate.

2. 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

3. The group may come to consensus to meet at a different time, for more time, or more often, and the group will allow for individual exceptions to meet member needs

ii. Attend six (6) District curricular leader meetings (may be virtual or in person) up to 90 minutes per meeting

1. Meetings outside the contracted work year are optional and will be paid at the per diem rate.

2. Meetings will begin no more than 30 minutes after the student day; meetings scheduled before the student day will be upon the agreement of the individuals

3. The group may come to consensus to meet at a different time, for more time, or more often, and the group will allow for individual exceptions to meet member needs

iii. Communicate information from building and District meetings back to team members

1. Forward emails from the District and building administration

2. Partner with principal to facilitate the implementation of district and building initiatives, including communication of information and supporting the facilitation of professional development.

iv. Advise principal and District of problems or needs within the department

v. Advocate for the needs of students and staff in the department

5. Inclusive Education Department Curricular Leaders

   a. Transition activities (middle to high school & elementary to middle)

      i. Review IEPs of incoming students

      ii. Coordinate with counselors to determine classes students will need

   b. Registration & Scheduling

      i. Communicate with registrar and assist with registration of IE students

      ii. Work with psychologists and counselors to place incoming IE students

      iii. Schedule of students into classes throughout the year

   c. Caseload Management

      Assist with assignment of students to caseload and consult with receiving employees

   d. Data and Assessment

      Assist in determining lists and accommodations for IE students (in the fall and spring) for state and federal assessments.

   e. Accommodations

      i. Facilitate a building process for consistent and effective distribution of individual student IEP accommodations

      ii. Plan for implementation of accommodations during testing

6. Multilingual Education Department Curricular Leaders

   a. Transition activities (middle to high school & elementary to middle)

      i. Review files of incoming MLE students

      ii. Determine appropriate program support

   b. Registration & Scheduling

      i. Assist registrar with registration of MLE students

      ii. Test new MLE students for MLE eligibility and placement

iii. Schedule new students appropriate to their MLE level/placement

iv. Work with counselors to place incoming MLE 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 MLE count monthly (state data) to Data Processor

iii. Coordinate scheduling MLE para-educators in the building

iv. Manage individual MLE building files.

v. Coordinate monitoring of Levels 4 through 6 MLE students who are not in MLE Classes

d. Data and Assessment

i. Assist in determining state test lists for MLE students

ii. Plan for accommodations during testing

iii. Administer and coordinate the administration of the state MLE assessments annually

iv. Coordinate / oversee distribution of parent notification letters

v. Title III point person for Title III programming/extended learning

7. ESA Workgroup Lead

a. A stipend will be paid to ESA Lead for the following workgroups: OT, PT, SLP, School Counselor 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 under the direction of the Inclusive Education leadership except for the School Counselor Leads, who will work under Central Office leadership. The position is a one-year assignment and will be open each year to all members of each work group.

b. There will be one (1) ESA Lead for each twenty-five (25) employees. The ESA leads can be divided up between different categories inside the workgroups.

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

| **Employee FTE Responsibility** | **Stipend** |
|---|---|
| 12.0 or more | $6,727 |
| 10.0-11.9 | $5,607 |
| 8.0-9.9 | $4,485 |
| 6.0-7.9 | $3,365 |
| 4.0-5.9 | $2,244 |
| 0-3.9 | $1,494 |

9. Payment for Inclusive Education and Multilingual Learner curricular leader duties and ESA Workgroup Leads shall be at the stipend rate listed below:

| **Employee FTE Responsibility** | **Stipend** |
|---|---|
| 12.0 or more | $5,607 |
| 10.0-11.9 | $4,674 |
| 8.0-9.9 | $3,739 |
| 6.0-7.9 | $2,804 |
| 4.0-5.9 | $1,871 |
| 0-3.9 | $1,245 |

10. The procedure for payment shall be as follows:

    a. An 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

1. All services shall be paid at the employee's per diem rate of pay.

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) compensation.

3. Elementary Music and P.E.: 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 l/28th of the employee's PLE compensation.

4. Elementary Library: A 1.0 FTE elementary Teacher-Librarian Technology Integration Specialist 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 PLE compensation. Teacher-Librarian Technology Integration Specialist shall not be considered classroom teachers for the purpose of evaluation as stated in Article 8.1.B.1. Merged classes will count as two sections and subject to the language above for total sections counts.

E. Additional Days:

Payment for additional days, pursuant to Section 4.6.C.2, for employees under regular contract, psychologists, secondary counselors, secondary librarians, elementary librarians, vocational employees, and curricular leaders, secondary athletic directors shall be at each employee's per diem rate.

F. Program Specialists/BCBAs

Employees working at the district level in a program specialist/BCBA position shall have flexible schedules, approved by their supervisor to allow for individual planning for their work.

G. Class Coverage

1. A secondary principal (or their designee) may assign secondary employees who offer to cover classes for employees who are required to be absent from class as authorized by the building administrator. In the event no employees volunteer to cover classes, and after all reasonable good faith efforts to obtain a guest employee have failed, then the principal or designee may require an employee to cover a class, provided, no employee may be required to cover a class again unless every other employee with the same preparation time has also been required to cover a class as often as the employee who is being required to cover a class again. A rotation schedule should be created and posted at each building. Administrators will seek input from employees serving in non-classroom roles and designate a planning time for the purpose of class coverage rotation.

2. Secondary employees assigned to cover classes will receive notice of the assignment 24 hours in advance, except in cases of emergency, and payment shall be made at each employee's per diem, at an hourly rate of one day of the employee's base contract divided by 7.5 hours, for each period covered. For the purpose of computing compensation, covering a class for 25 minutes or more shall be considered as covering the class for a full period. For the purpose of computing compensation, class periods of 50 to 60 minutes shall

be considered as 1.0 hours in length. An emergency for the purpose of this section will be defined as a situation in which the absent employee has provided less than 24 hours' advance notice to the substitute office and the school, and in such situations the employee assigned to cover the class will be given notice as much in advance as possible.

3. When an elementary classroom does not have an assigned substitute (guest teacher), an elementary principal (or designee) may assign elementary classroom teachers or specialists to cover a classroom on a rotating basis created and posted at each building. Elementary class coverage will be reimbursed at per diem for any missed planning period. Class coverage will be documented on an extra pay time sheet. This documentation will reflect the time worked beyond the contracted day to complete regularly assigned duties equal to the amount of time spent covering a classroom. Occasionally, employees on special assignments may also be assigned to provide elementary classroom coverage and will be compensated as stated above.

4. In the event that students are reassigned to other certificated elementary classrooms, the receiving staff members will be reimbursed according to the percentage of the students added to their classroom. (Example: A second grade classroom does not have a substitute and that classroom is divided between the remaining two second grade classrooms. Each receiving employee would get half of $222 if the students remained with them for the full day). Specialists providing services for these larger classes will receive class coverage pay when they are in overload.

5. When a special education teacher supports a special education student in a classroom during their planning time due to a staff shortage or if directed to support a student during their planning time, they may submit a timesheet for this time and it will be paid at per diem.

6. Voluntary Class Coverage

   a. School Counselors may provide class coverage if:

      i. The employee volunteers to provide class coverage.

      ii. The employee volunteers to be a part of the class coverage rotations. Administrators will seek input from employees serving in non-classroom roles and designate a planning time for the purpose of class coverage rotation.

      iii. There is an emergency in which no other staff member is available, and the School Counselor is not working with a student in crisis

H. The District and Association believe that the most powerful way to affect improvement in student learning is for the school staff, parents, and community members to be involved in developing a building plan to improve student learning at their school. To that end the parties request that once a building plan is developed, that groups within the building, and/or individual staff members in the building make their decisions or choices for the use of effective education days in support of or consistent with the building plan.

I. Universal Time, Responsibility, and Incentive Compensation

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. Three (3) hours are required for open house/curriculum night activities.

   By November 1, an initial list of qualified activities for at least sixteen (16) hours will be provided. On or before March 1, a second list of qualified activities for the remaining 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% 12$^{th}$ 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 pro-rated 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.

J. New Employees

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

2. Fifteen (15) additional hours (prorated for less than full-time FTE) will be available to these new employees to use as specified in a plan developed with their mentor employee. This time will be paid as special projects pay.

3. One (1) day of optional working time will be available for employees new to the Kent School District but not new to the profession (employees holding one-year provisional contracts) to attend the District's new employees' workshop.

K. Inclusive Education Stipend

1. In recognition of the extra time required for the development of IEPs, a $2,977 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 will be paid three (3) hours at their per diem rate for each additional initial and/or annual IEP (not amendments or ESY IEPs) over caseload guidelines.

2. If an inclusive education staff is requested 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 as described in Section 7.2.B.2, that inclusive education staff shall receive up to 7.5 hours per IEP at the individual's per diem rate of pay for each initial or annual IEP (not amendments or ESY IEPs).

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.

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.

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. If they have requested to be excused and do not receive parental consent, General Education teachers who attend Inclusive Education meetings for students, who have no general education teachers, that are outside of the contracted day, will be able to timesheet the time spent in these meetings at the per diem rate.

L. 504 Processing and Documentation

1. Counselors who are case managers for 504s with academic interventions will be paid $75 per 504 plan they write and coordinate annually.

2. School nurses will be the case managers for 504s that would put in place only medical interventions.

3. School nurses and counselors will collaborate on 504s that require both academic and medical accommodations.

    a. School Counselors will take the lead as case managers for 504s with both academic and medical accommodations, except in the circumstance of diabetes.

4. Training will be offered annually to support: creating, understanding, and evaluating 504s.

**Section 6.5 – Payroll Deductions**

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

**Section 6.6 – Payment Provisions**

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

B. Monthly salary payments shall be as follows:

1. For employees who commence employment at the beginning of the contract year with a regular contract and are scheduled to work the full year, payment of the base contract shall be made in twelve (12) monthly installments, each payment being one-twelfth (1/12th) of the total base contract.

2. For employees who commence employment after the beginning of the school year but before March 1 and who are scheduled to work the remainder of the school year, payment for the base contract shall be: (a) an initial payment calculated by Payroll to be the pro-rata monthly amount due for the first partial month followed by (b) the remaining salary being paid in equal monthly installments during the full months remaining through August 31. (Example: A employee contracted to work from Feb. 7 through the remainder of the year would be on the payroll 6 3/4 months and would receive payment in 6 equal installments after the initial partial installment.)

3. For employees who commence employment after March 1, and are scheduled to work for the remainder of the year, payment of the base contract shall be paid through June with pro-rata calculations made for partial months. Employees in this category will have the option of continuing benefits, including payment of the District contribution, if any, through July and August through triple deduction on the June warrant.

4. For employees who are hired on a partial contract, i.e., October 7 - March 15, payroll shall make pro-rata calculation for the beginning and ending months and equal installments for the months in between. (Example: Oct., prorated; Nov. Dec., Jan., Feb., equal installments; March, final payment of all salary due.)

5. For persons employed on a separate contract who do not hold a regular contract, salary payment shall be made in prorated monthly payments with final payment held pending receipt in payroll of notification from the building principal of completion of the assignment.

C. Timesheets

1. Payment for salary earned by regular staff in extra duties (i.e., effective education, special projects, project leader, class coverage, staff trainer, home tutor) shall be in accordance with the established payroll time sheet dates. Employees will endeavor to submit timesheets within thirty (30) calendar days of the work performed. The Payroll Department will publish monthly timesheet submission deadlines, and timesheets will be paid in the pay cycle in which they have been submitted, if they have been approved.

2. Time sheets for extra duties completed for the prior year's individual contract must be received by payroll by October 15 of the ensuing year. A written reminder will be sent to all employees on or before August 31.

3. The District and KEA will work collaboratively to resolve issues with delayed timesheets to determine and correct causes.

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

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

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

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

**Section 6.7 – Tax Sheltered Annuities**

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

**Section 6.8 – Travel**

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

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

**Section 6.9 – Insurance Benefits**

A. The District shall provide 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 to be offered by the District if allowed by SEBB.

**Section 6.10 –Beginning Educator Support Team (BEST) Mentor Program**

A. Subject to the allocation of funds from the Office of the Superintendent of Public Instruction (OSPI) to the District for the specific purpose of funding the BEST Mentor Program, which shall be conducted in accordance with this Agreement and in conformity with RCW 28A.415.265.

B. Selection of Beginning Employees and Colleague Mentors

The district will create tiered support for first and second-year teachers. First-year teachers will be supported by a full-release mentor: second-year teachers will be supported by a colleague mentor provided the full-release mentor is at caseloads capacity with first-year teachers. ESAs will be assigned colleague mentors in the first and second years.

Colleague mentors will be selected by district-level program specialists with guidance from their supervisor.

1. Abide by mentor standards developed by OSPI.

2. Hold a valid ESA or teaching certificate.

3. Agree to attend scheduled workshops.

4. Agree to mentoring commitments as outlined by the Beginning Educator Support Team Grant Assurances by OSPI.

5. Meet the criteria specified in the legislation RCW 28A.415.265.

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

C. Program Evaluation Responsibilities of the Mentor

The only evaluation required of either the beginning teacher or mentor teacher will be the state's required program evaluation. Copies of this evaluation will be made available to the District and the Association. Neither the beginning teacher nor the mentor shall be involved in the evaluation of another staff member. Other than full release mentors, the mentor shall not be evaluated on performance as a mentor. The Association shall be involved in any District evaluation of the Beginning Educator Support Team Program for the SPI.

D. Compensation for Participation

First-year educators and colleague mentors will be paid for fifteen (15) hours at their per diem rate (see Section 6.4.J.2) for participating in the KSD BEST Mentor Program in addition to their regular salary. Second-year educators will be paid for ten (10) hours at their per diem rate. Mentor-Specialists will hold a district-wide caseload average of not more than 1:20 new teachers as long as the BEST grant funds this ratio.

E. Opener

The District may re-open this Section 6.10 for re-negotiation with the Association in the event of the elimination of funding from OSPI designated for the purpose of funding the BEST Mentor Program.

# ARTICLE VII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

## Section 7.1 – Work Day

A. Length of Work Day

Employees shall begin their work day twenty-five (25) minutes before the students' school day begins and shall continue until a minimum of twenty-five (25) minutes after the students' school day ends. The total length of the workday shall be a minimum of seven and one-half (7-1/2) continuous hours for all employees.

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.

C. Planning Time

Every employee will have an average of at least 250 minutes of individual planning time per regular five-day week during the student school day, except for a maximum of seven (7) weeks each school year when this requirement will be altered to 230 minutes to allow each building flexibility to schedule Secondary assemblies. Individual planning time during the student day is employee-directed without other assigned duties. This may include, but is not limited to, lesson planning, parent communication, material preparation and student evaluation. No regularly-occurring meetings will be scheduled during individual planning time during the student day unless the employee so chooses. Elementary principals shall consult with their teachers regarding the building schedule for planning time. Teachers who have a preparation period during a scheduled assembly will not be required to attend the assembly unless additional supervision is necessary on a temporary basis to ensure the safety and appropriate behavior of students. All secondary employees shall have at least one class section of preparation time each day, except during modified bell schedules for testing. Schools can use a modified bell schedule for state and federal testing (excluding WIDA). The modified bell schedule will continue to provide a minimum of 250 minutes of planning time in a five (5) day week for each secondary teacher but will not require a daily planning period for each secondary teacher. The schedule will be created in collaboration with building reps, or KEA office if no reps are available At elementary when educators miss a double planning day due to non-student days the educator can timesheet fifty (50) minutes at their per diem rate unless their planning is rescheduled during the week or there is more than one non-student day in the week resulting in an equal number of planning periods as workdays in that week.

To ensure every student has meaningful access to specialists (PE, TLTIS/Library, and Music), during development of the master schedule, the Principal and Teacher, will consult to determine if the IEPs of students who are projected to be enrolled in the class for the following year indicates a need for a self-contained section equal in time and frequency be available to Support Center and Adapted Support Center. This may be adjusted during the school year if students' IEPs indicate a need to add or remove sections.

D. Elementary Student Recesses and Lunch

On any regular length student day, elementary students shall be scheduled no fewer than two (2) daily recess periods during the student day, one of which will be scheduled adjacent to their lunch break. These recesses will be at least fifteen (15) consecutive minutes each, but no less than a combined total of thirty (30) minutes and no more than combined total of forty-five (45) minutes. Elementary students will receive no fewer than twenty (20) minutes as a lunch period.

On shortened school days (e.g., Early Release Wednesdays under subsection I below), elementary students shall be scheduled no fewer than one (1) daily recess period during the student day adjacent to their lunch break. This recess will be at least fifteen (15) consecutive minutes and no more than thirty (30). On such days, elementary students will receive no fewer than twenty (20) minutes as a lunch period.

E. The principal of a school may assign a reasonable load of extra duties beyond the instructional time as necessary to properly supervise the children of the school. Such extra duties shall be fairly and equitably assigned in a manner easily understood by all concerned with input from the employees in the building. Building leaders will collaborate with KEA building reps to draft an appropriate supervision plan for their building. Such extra duties shall not conflict with the classroom schedule of the teacher. When there is a conflict between the extra duty schedule and a particular employee's duties, the principal shall work collaboratively to facilitate a mutually-agreeable resolution.

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

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

    a. No employees will be required or expected to work more than 37.5 hours a week, prorated for weeks with fewer than five work days.

    b. Alternative schedules will allow 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.

c. 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.

d. Elementary employees who don't work 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.

2. With all Wednesdays being on a Learning First Wednesday schedule, secondary employees choosing to participate in evening conferences will be released early on each of the elementary conference Wednesdays to compensate for the extra hours they work at evening secondary conferences. The hours released will be equal in number to the hours worked at conferences. Secondary employees who leave early on the first elementary conference Wednesday, then do not attend secondary evening conferences, will work a full day on Wednesday prior to Thanksgiving Break and will work a full day on the Spring elementary conference Wednesday.

3. 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 ECE students for two (2) days during each conference week.

4. 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.

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. No meetings will be planned during the first or last five (5) school days of the year.

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, including weeks with an early release for parent conferences at any level. However if the first day of school falls on a Wednesday it will be a full day and if the last day falls on a Wednesday it will follow the student calendar. 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 (except for weeks with an early release for parent conferences at any level) 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. If a Wednesday before an elementary conference week is administratively-directed, it may be exchanged for an employee-directed Wednesday with principal approval, if requested at least 4 weeks in advance by the building representative or KEA leadership for locations with no building representative. If school is canceled for any reason on a Wednesday, the alternating schedule will not change. 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. Professional development that is provided by district employees will 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, collaboration time, professional development, school improvement planning and activities, and staff meetings. Considering the importance of collaboration in the evaluation process, administration will provide regular opportunities during this time.

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 Education Program (ECE) will not serve students on early release days and will use the day for professional collaboration with the team members.

8. The District will provide Teacher-Librarian Technology Integration Specialists (TLTIS) with time to meet in cross-district meetings for training and/or collaboration related to their jobs on at least 50% of the administratively-directed early release days. At least 50% of these meetings will be for PLC collaboration time. TLTIS may submit agenda items or input regarding training needs to the facilitator of the cross-district meetings to be considered while developing the meeting agendas. 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. The District will provide Academic Interventionists, Behavior Interventionists, OT/PT/SLP and Performing Arts and CTE educators without job-alike educators in their building time to meet once per semester in cross-district meetings for training and/or collaboration related to their jobs on an administratively directed early release Wednesday when they provide a plan to their administrator for using the time. The District will determine which days these will be by September 30th of each year, however this will not preclude the days changing later in the year due to a change in circumstance. Participants will be notified of the new dates within one (1) week of the change.

9. Counselors/Social Workers

   The District will provide Counselors/Social Workers time to meet in cross-district meetings for training and/or collaboration related to their jobs on at least 50% of the administratively-directed early release days. At least 50% of these meetings will be for PLC collaboration time. Counselors may submit agenda items or input regarding training needs to the facilitator of the cross-district meetings to be considered while developing the meeting agendas. The District shall seek input from Counselors/Social Workers and KEA before making any changes in their job descriptions.

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

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. To maximize use of available facilities, itinerants should be assigned sections on Learning First Wednesdays and the District will endeavor to avoid schedules which result in triple plans (i.e., three classes in the same instructional space). Circumstances where this occurs will be reviewed in a Labor Management meeting to minimize further occurrences.

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 building and/or schedule, conferences, in-service days, PLC's and other collaboration times, concerts, other after school events. Itinerants will be surveyed prior to schedules being created 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.

**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 their 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 the 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 4-5 – 27 students per class (class size in grades 4-5 shall not exceed 29)*

   Grades 6-8 – 28 students per class and 135 per day, with a maximum daily class load/enrollment of 142 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 6-12 Level 1 MLE Classes – 15 students per class.

   Grades 6-12 Level 2 MLE classes – 25 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 begin at 26 students in K-3 and 29 students in grades 4-5. 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. 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.

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.

      ii. Splits or Double/Triple Classes for Elementary Music/PE that share a learning space must be within grade level bands (K-2, 3-4, 4-5).

   h. Triple elementary PE classes will not be scheduled unless there is no staff assigned or available to fill section with double classes first. Teaching and Learning will make every effort to assist buildings to avoid triple classes whenever possible.

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 | $11.00 per student |
| Grades K-3 26* | $11.00 per student |
| Grades 4-5 28 | $11.00 per student |
| Grades 4-5 29* | $11.00 per student |

*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) classes sessions/day and overload pay for Elementary PE, Elementary Music, and Elementary Library will be paid at the rate below:

| Elementary PE/Music/Library class size *Overload pay starts at the soft cap | Daily Overload Pay (Paid Quarterly) |
|---|---|
| Grades K-3 26 to 29 students | $6.00/class/day |
| Grades 4-5 29 to 32 students | $6.00/class/day |

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

   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.

v. Whenever possible, building administration will endeavor to give the affected teacher(s) at least one (1) day prior notice of a new student starting classes, or whenever a new student is added to their rosters.

vi. Whenever possible, the building administration will endeavor to give the affected teacher(s) at least one (1) day prior notice of a student's unenrollment.

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.

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

h. Whenever possible, building administration will endeavor to give the affected teacher(s) at least one (1) day prior notice of a new student starting classes, or whenever a new student is added to their rosters.

i. Whenever possible, the building administration will endeavor to give the affected teacher(s) at least one (1) day prior notice of a student's unenrollment.

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 |
|---|---|
| 29 or more students per class, and/or daily enrollment of 136-142 students per day | $5.00 per student per class per day starting with the 29th student, plus $175.00 per quarter if a teacher's daily enrollment is 136-142 |

| 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 | $5.00 per student per class per day starting with the 33rd student, plus $175.00 per quarter if a teacher's daily enrollment is 154-160 per day |

| | |
|---|---|
| 6-12 Level 1 MLE Daily Student Enrollment<br><br>16 or more students per class | $5.00 per student per class per day starting with the 16th student |
| 6-12 Level 2 MLE Daily Student enrollment 26 or more students per class | $5.00 per student per class per day starting with the 26th student |

j. 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 | $5.00 per student per class per day starting with the 38th student, plus $175.00 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.

k. 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) | 114 students per day and/or enrollment | 33 or more students per class, 128 students per day and/or total |

| | | |
|---|---|---|
| | overload relief starting at 108 | enrollment relief starting at 123 |
| 0.6 FTE (3 classes) | 85 students per day and/or enrollment overload relief starting at 81 | 96 students per day and/or enrollment overload relief starting at 92 |
| 0.4 FTE (2 classes) | 57 students per day and/or enrolment overload relief starting at 54 | 64 students per day and/or enrollment overload relief starting at 61 |
| 0.2 FTE (1 class) | 29 student per day and/or enrollment overload relief starting at 27 | 36 student per day and/or enrollment overload relief starting at 33 |
| 1.2 FTE* (6 classes) | 170 students per day and/or enrollment overload relief starting 162 | 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 among classrooms, such as students eligible for inclusive education services and students eligible for MLE services.

   If a general education teacher identifies that student learning is being impacted by the composition and pervasive needs of students in the class, the teacher will meet with their supervisor to identify a solution. If a solution is not mutually identified, the teacher can request a team to be assembled which could include, but is not limited to, coaches, deans, interventionists, counselors, social workers, teachers to: 1) Define the problem. 2) Brainstorm solutions. 3) Develop an action plan with a timeline for implementation. 4) Outline resources needed to support the application of the plan. After the action plan has been implemented for the designated period of time (as determined by the teacher with input from the team), the team will reassemble for an after-action review. If the problem persists, the team will modify the action plan and re-implement it for a second cycle. If the team goes through a third cycle of review, then the administrator will expand the team to include pertinent individuals who specialize in behavior (i.e. BCBA, MTSS Coach) and learning supports (i.e. inclusive education specialist, highly capable specialist, content specialist).

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 inclusive education in a general education classroom:

i. Students assigned to general education classrooms from Inclusive 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 Inclusive 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 inclusive 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 Inclusive 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 an Inclusive Education program who has an IP teacher as their 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 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

1. 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 their concerns to the superintendent's designee advising them 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 MLE program administrator will respond to MLE caseload issues within five (5) school days. MLE caseloads for buildings exceeding district caseload guidelines will be remedied by the MLE program administrator within ten (10) school days.

d. The following are caseloads:

| | |
|---|---|
| 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. | |
| MLE (elementary) | 90 students |
| MLE (secondary) | 75 students |
| All students who qualify for MLE services will count for these numbers. | |
| Secondary Counselor | 1:375 students (including Running Start)/minimum 1.0 FTE per grade level*<br>*excluding academy schools |
| Elementary Counselor/Social Worker or Behavior Interventionist | Minimum 1.0 FTE per school |
| Psychologist | 1 to 1000 of K-12 students on a districtwide average; specific assignments will be balanced by taking into account school size and special programs at schools |
| Teacher-Librarian Technology Integration Specialist (TLTIS) | All schools shall be staffed with a minimum of 1.0 FTE certificated librarian employee with the exception of iGrad and TOP |
| Support Center/LINK/School Adjustment | 10 students<br>1:4 staff/student ratio |
| Adapted Support Center | 8 students<br>1:2 staff/ student ratio |
| Integrated Program | 26 students<br>1:13 staff/student ratio |

| | |
|---|---|
| TOP | 12 students |
| Social Worker | 30 students |
| Early Childhood Special Education | 10 IEP students per session with a total of 15 students including peer models, 6 students extended day<br>1:4 staff/IEP student ratio |
| Visual Impairment/Mobility Specialist | 1:18 staff/student ratio |
| Deaf/Hard of Hearing | 1:9 staff/student ratio |
| Audiologist | 1:15,000 staff/student ratio |

2. Overload Relief for Inclusive Education Classroom Teachers

   While individual students may require additional adult assistance, an adult to student ratio will be utilized for the purposes of staffing. When the student numbers (referring to the caseloads, not the number of students in the classroom) 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. No inclusive education 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.

3. Overload Relief for ESAs

   a. Occupational Therapists, Physical Therapists, Counselors 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.

      ii. An individual SLP'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.

iii. Counselor caseloads will be checked on the second Friday in October, December, March and May. If found to be exceeded for more than 3 weeks of the measurement period, remedies will be provided as outlined below.

iv. Counselors still in overload will be compensated according to the below table in the next month's pay warrant after overload is found to have occurred.

| Counselor Overload Caseload | Compensation paid (per quarterly check-in) |
|---|---|
| 5 – 20 students over target | $250 |
| 21 – 40 students over target* | $350 |

**No counselor can exceed 40 students over caseload.*

v. The District will hire one Certified Occupational Therapist Assistant (COTA) as a regular District employee.

vi. If the District is unable to contract with enough OT/PTs to meet the districtwide staffing average in this agreement, the District will offer additional FTE (e.g., .2 FTE contracts) to existing OT /PT staff. The additional FTE will increase their caseload proportionately.

b. 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 caseloads (referring to the caseloads above, not the number of students in the classroom) and decrease the use of assistants except in the case of the unavailability of certificated staff.

v. Psychologists may be able to work remotely, subject to the following conditions:

1. Remote workday will be determined by what works best for the building needs and will be agreed to by both the psychologist serving the building and their administrator. If a temporary change in remote day is needed it will be approved by administrator before the change is made.

2. Remote work is available to psychologists based on FTE. Psychologists working at a .8 or greater will be allotted 1 remote workday per week applied to up to one building. For psychologists assigned to more than one building, remote work applies to the building in which the psychologist is assigned the majority of their FTE.

3. The psychologist obtains their supervisor's approval for the specific days of remote work in advance.

4. The psychologist responds within one (1) hour to requests/direction by their supervisor to a MS Teams/Zoom or other virtual meetings when working remotely.

5. The psychologist attends in-person meetings, if requested, with 24 hours' notice unless there is an emergency requiring shorter notification.

6. Psychologists are expected to actively work and shall answer all phone calls and check and respond to emails while working remotely.

7. Remote work option can be revoked for non-performance of duties as documented by their supervisor or noncompliance with the conditions above.

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

vii. If the District is unable to contract with enough school psychologists to meet the districtwide staffing average in this agreement the District will offer additional FTE (e.g., 1.2 FTE contracts) to existing school psychologists staff. The additional FTE will increase their caseload proportionately. 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.

viii. Workload relief for nurses will be provided by health tech assistants.

ix. An OT/PT/SLP whose caseload exceeds the caseload guideline by one (1) to four (4) students in any given month shall receive $50 per student per month provided none of the above measures have been implemented. An OT/PT/SLP whose caseload exceeds the caseload guideline by five (5) students in any given month shall receive $500 per month provided none of the above measures have been implemented. Each additional five (5) students will result in an additional $500 per month.

4. 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 inclusive 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 the ratios listed in 7.2.B.e:

| | |
|---|---|
| Support Center, LINK, School Adjustment | 0 hours for 1-4 students on caseload<br>32.5 hours for 5-8 students on caseload<br>65 hours for 9-10 students on caseload |
| Primary Support Center (at least 50% of the students are K-2) | 32.5 hours for 1-4 students on caseload<br>65 hours for 5-8 students on caseload<br>97.5 hours for 9-10 students on caseload |
| Early Childhood Special Education (ECSE) | Staffed at 1.0 FTE certificated and two (6.5 hours each) paraeducators support per day 65 |
| Integrated Programs | 0 hours for 1-13 students on caseload<br>32.5 hours for 14-26 students on caseload |
| Adaptive Support Center | 0 hours for 1-2 students on caseload<br>32.5 hours for 3-4 students on caseload<br>65 hours for 5-6 students on caseload-<br>97.5 hours for 7-8 students on caseload- |

Students receiving 1:1 staffing count towards the student staffing ratio. Paraeducator hours outlined in this section do not preclude an IEP team decision determining that additional para-educator services are required to meet an individual student's educational needs.

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

Any time there is an absent para or behavioral technician from an IE teacher's assigned team and for which there is not an assigned substitute, the teacher will be compensated at $35.00 per day.

Secondary MLE paraeducator assistance for English language development services will be allocated using the following formula:

| MLE student count at school | hours per week of paraeducator services |
|---|---|
| 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.

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

5. 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.

C. Student-Progress Reporting

1. The building principal or other administrative authority may not change a student's grade except for good cause following an inquiry as to the justification for such change with the exception of grade changes for credit recovery. Any change in a student'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. Teachers shall be given at least four (4) days (excluding weekends or holidays) following the end of each grading period 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 three (3) hours prior to the end of the regular school day for four days each semester (Monday, Tuesday, Thursday, Friday) and two (2) hours prior to the end of the regular school day on Wednesday 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. This workshop day (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.

7. Elementary educators will not be required to provide grades/report cards for students who have been enrolled in their class less than 20 days. Secondary educators must grade newly

enrolled students from the point of transfer into the credit-bearing class in order to provide appropriate partial crediting.

D. 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.

**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.

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 Psychologist, SLP, 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.

1. The District acknowledges that the technology needs of counselors are different than that of teachers. Counselors will be included for tech updates consistent with the refresh rate teaching staff are granted with the tech levies.

2. The District will provide an ASCA aligned electronic time-tracking system to support counselors in tracking their Use of Time requirement that integrates with their Outlook calendar Testing/School Wide Assessments.

**Section 7.4 – Professional Development**

A. Kent School District will provide professional growth opportunities for all employees. The District will provide job-embedded professional development on district curriculum, programs, and initiatives. When new curriculum or programs are adopted, all employees affected by the new curriculum or program will be offered training. If required professional development is offered outside of the contract day or calendar, employees shall be paid at per diem rate. New employee training will include current District curriculum and program expectation.

B. Whenever sufficient interest warrants, in-service courses shall be designed that offer an opportunity for staff to improve their skills. Such courses shall be offered for college extension credit when possible.

C. All materials, tuition, and out-of-District transportation fees for college extension courses and/or District courses required by the administration shall be paid by the District, excepting for fifth year requirements.

D. Clock hours will be available for employees at no cost. College credit will be offered whenever possible at the rate charged by the designated university. If required training is offered at a site away from Kent School District facilities, mileage costs will be reimbursed by the District.

E. All materials used for professional development will be provided by the district without cost to the employee. If the professional development is based on a newly adopted program or curriculum, access to the materials for that program or curriculum will be provided to the participants before or at the time of the professional development, to include online access.

F. The District will collaborate with OTs, PTs, SLPs, Psychologists, Behavior Interventionists and Nurses to identify relevant professional development opportunities.

G. The Kent School District and the Kent Education Association, agree that hiring, supporting, and retaining educators of color is an effort that the District and KEA will continue to help and support.

1. An Association member, appointed by the KEA President, and a District Representative will collaborate to establish and design differentiated learning experiences for BIPOC educators to engage in during employee directed time on the fall and spring workshop days, with the intent of helping support, cultivate, and retain educators of color. These dates will be established no later than September 15th of each year.

**Section 7.5 – Teacher Exchange**

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

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

**Section 7.6 – Student Teachers**

A. Teachers are under no legal obligation to the District or to a college/university involved to accept a student teacher or a September experience student. If the teacher does accept this responsibility, they do so on a voluntary basis.

B. In no case shall a provisional teacher be requested to accept a student teacher or a September experience student.

C. The supervising teacher does have the right to recommend dismissal of a student teacher. Prior to dismissal the supervising teacher shall provide an explanation to the building administrator, the college supervisor, and the student teacher involved.

**Section 7.7 – Nondiscrimination/Affirmative Action**

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

B. In implementing this Agreement the District shall recruit, employ, and assign personnel in conformity with state and federal rules, laws, regulations and directives and in accordance with the Affirmative Action Plan of the Kent School District.

**Section 7.8 – Layoff and Recall**

A. General Conditions

1. The Board shall determine the educational program and services for the school District based upon the educational goals of the District and the financial resources available. Any determination by the Board that the District's educational program, services and staff must be reduced for the following school year by reason of financial necessity including, but not limited to, levy failure or significant decreased state support, shall be made consistent with the financial resources available and the provisions of this Agreement.

2. Priority shall be given to those programs and services in those areas which relate to instruction, health and safety of students.

3. The District shall minimize the numbers of employees to be laid off by:

   a. Reducing the General Fund total fund balance to replace depleted revenue.

   b. Reducing General Fund expenditure in areas of capital outlay, travel, contractual services, and books and supplies, but not to an extent that would unreasonably impair district operations or instructional programs.

4. The District shall not reduce the levels of employees beyond the numbers necessary to remain within the anticipated financial revenues for the following school year.

5. It is the intention of the parties that this section be consistent with Section 7.7 (Nondiscrimination/Affirmative Action).

B. Employment Categories

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

1. Elementary classroom teachers, including but not limited to instructional coaches, EAs, deans, and interventionists.

   Elementary physical education teachers and music teachers.

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), counselors, TLTIS, 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) 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 their 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 their 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 their 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 using the involuntary transfer process contained in Section 4.9 of this Agreement.

2. After all employees who were subject to Involuntary Transfer 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.

3. Every reasonable effort shall be made to ensure that stipend personnel suffer no monetary loss as a result of the transfer because of reduction of staff.

4. 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.

5. An 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 two (2) 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 shall notify Human Resources in writing. 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 their 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 their proxy to another individual who will then be authorized to accept or reject an assignment on their behalf and will provide written notice to the District which will include the name and contact information of the proxy, and the starting and ending date for the period of time that the proxy will be in effect.

**Section 7.9 – Working Calendar**

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

A. The parties agree to have working calendars for the following school year plus one year for KEA members to vote on by December 20th of the current school year.

B. The District shall provide the KEA President with at least two (2) calendar options. They must contain the following:

1. At least one option must contain a weeklong President's Day break.

2. The following key dates

a. First day of school.
b. Workshop days. As per section 4.6.B.2.b
If possible, the October workshop day and the Fall (November) Workshop day will be scheduled in the first two weeks of the month.
c. Winter Break.
d. Mid-Winter Break (if any).
e. Spring Break.
f. Snow Make-Up Days. At least two snow days shall be scheduled. If possible one will be attached to the Memorial Day weekend, however the snow days may also be scheduled after the end of the school year.

g. Holidays. Labor Day (September), Veteran's Day (November), Thanksgiving Day (November), Native American Heritage Day (November), Martin Luther King Jr. Day (January), President's Day (February), Memorial Day (May), and Juneteenth (June).
h. A non-student day immediately following the 90th student day.
i. Elementary and Secondary Conferences. Two weeks for elementary and during the week of Thanksgiving for secondary.

C. The KEA president shall have no more than ten (10) days to review the options described above and submit changes and/or corrections.

D. Once agreed to by the District, the District shall provide changed or corrected options (which may include the creation of additional calendars for voting) in the KEA calendar format within ten (10) days of the date such correction/changes are agreed to between the Association and the District.

These options will include the following:

1. The explanatory footnotes 1, 2, 3 and 4 found on Exhibit B, Certificated Employees Working Calendar, of the 2022/2023 Collective Bargaining Agreement. The footnotes shall be included in their entirety.

2. Pre-Service Days. The two (2) workshop days referenced in section 4.6.B.2.a followed by a non-work day prior to the first day of school.

3. Shading to indicate administrator-directed or employee-directed Learning First Wednesdays.

E. The Association shall return their results by February 15th to the Labor Director, unless additional time is mutually agreed upon.

F. If calendar anomalies occur in any given year, the parties will discuss alternatives.

**Section 7.10 – Secondary Advisory Program**

A. Purpose

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

B. Procedure

1. In order to develop a meaningful connection to at least one adult, as much as possible, students will be scheduled with the same advisory teacher for the years they are enrolled in high school.

2. Advisory sessions will 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. Secondary 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. High School and Beyond Plan 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. High School and Beyond Plan

1. For the High School and Beyond Plan, 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 High School and Beyond Plan monitoring, communication, or evaluation will remain the responsibility of the administration.

3. Advisors will not be disciplined or negatively evaluated due to student failure to successfully complete advisory requirements, the High School and Beyond Plan, or fulfill graduation requirements.

D. Secondary 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

**Section 7.11 – Career and Technical Education**

A. Curriculum Development and OSPI Reapproval Process

Teachers in a subject area being reviewed and/or developed will continue to receive additional hours during the year in which the teachers' subject area is being developed or reviewed. Subject area curriculum development occurs in a designated rotation of no more than three (3) years.

B. Extra-Curricular Student Leadership Activities

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

C. Subject Area-Specific Allowable Extra Hours

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

Maximum allowable hours for additional activities/extra duties related to assignment per section for full school year: The following middle and high school courses are eligible for up to four (4) hours per year per section: Family & Consumer Science classes including cooking or sewing, Culinary Arts, Shop-based courses, including but not limited to: Automotive,

Ceramic, Pottery, Sculpture, Engineering, Material Science, Mechatronics, Welding, and Woodworking.

**Section 7.12 – Academic Cluster Enrichment (ACE)**

A. An ACE classroom will contain District identified Highly Capable student(s). Elementary grade levels in each elementary building will have an ACE classroom if there are students in the school that are identified as Highly Capable students.

B. All elementary employees, in every grade level, will be given the opportunity for training to teach an ACE classroom with the expectation that their school and/or grade level may offer an ACE program. Once the training and resources are dispensed, the employee will be considered trained and able to teach a cluster group assignment.

C. Ten (10) hours of professional development for ACE classroom teaching will be offered during the school year, and those attending will be paid at the per diem rate. The dates for the professional development will be decided by October 1 each year by the District.

**Section 7.13 – iGrad**

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

A. Section 1.1: Recognition

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

B. Sections 6.4.I.4: Extra Curricular/Extra Duty Pay

The three (3) Workshop Days observed at other District schools will be observed at iGrad in the same manner per section 4.6.B.2.b.

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

1. The iGrad program will employ a security guard whenever other employees are required to be on site. In the event the guard is absent from work, a substitute will be on duty.

2. At no time will there be fewer than three (3) certificated staff members on site.

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

1. Summer School positions at iGrad will be offered to iGrad school-year staff first and then, as necessary, to other KEA members in a like manner to other summer programs.

2. Certificated employees in the iGrad summer program will be paid on a special projects timesheet for all days worked during the summer. The contract will include:

a. Two (2) teacher-directed workshop days, one at the beginning of the summer and one at the end. Those working less than the full term of the summer program will only receive the teacher-directed workshop day which occurs during the term of the individual's summer program, if any.

b. Summer workshop days will be pro-rated for part-time employees.

E. Section 4.9: Involuntary Transfer

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

F. Article V: Leaves

1. For District employees working in the Summer School Program: Accrued sick leave can be used for illness or injuries occurring during the Summer School program.

2. For Summer School Program employees only: Employees will be given one (1) day of Summer Discretionary Leave. If unused, such leave will be cashed out at the end of the summer program at the base substitute hourly rate, pro-rated for part-time employees.

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

G. Section 6.1: Salary Schedule (Summer School program only)

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

H. Section 6.2: Salaries, Stipends and Benefits

National Board Stipend: iGrad will be considered a high poverty school and the additional stipend provided by the state will be paid to NBCTs per Section D.

I. Section 6.4.I.5: Additional Compensation

1. For Summer School program only: iGrad certificated employees will be paid one (1) day for every 20 days of summer employment at per diem (prorated for part-time employees), to be paid on an extra-pay time sheet.

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

J. Section 6.4.K: IEP Stipend

1. Any iGrad Special Education teacher will possess a valid special education endorsement.

2. For Summer Staff only:

a. iGrad Special Education teachers working in the summer will be paid an additional three (3) hours at per diem rate per IEP completed during the summer.

b. iGrad evaluations and IEPs completed by ESA staff during the summer will be paid at per diem rate.

3. During the regular school year:

a. If the iGrad teacher has a special education endorsement and is the designated case manager for iGrad special education students, then the teacher will receive the IEP Stipend per the KEA contract.

b. The teacher will receive up to 7.5 hours at per diem rate per IEP completed above the IEP caseload per section 7.2.B to provide for development of the IEP, data entry, progress reports, as well as scheduling and attending meetings.

4. If OT, PT, SLP or Nurse and Health Care Services are provided outside of the contracted workday, the work will be performed on a voluntary basis paid using a special projects timesheet at per diem.

K. Section 7.1: Workday

1. A 1.0 FTE iGrad certificated employee will have a 37.5 hour work week. The schedule will be designated as either a standard schedule of 7.5 hours per day, for five consecutive days per week or an alternate schedule to be determined by mutual agreement of the employee and administrator. Monday Tuesday, Thursday, and Friday will include 15 minutes before the student day and 15 minutes after the student day. The workday will include a 30-minute duty free lunch Monday through Friday and no less than 60 minutes of teacher directed planning time per day, Monday through Friday. Additionally, at least 120 minutes of teacher directed planning time will be provided on teacher directed Wednesdays per the District calendar.

2. Certificated staff, with an FTE regularly assigned to another district building, will be limited to teaching 4:00 p.m. to 7:00 p.m. two days per week, during the regular school year, and will be provided and paid for 30 minutes of planning time and 15 minutes of meeting time for a total of 3.75 hours per day (a .2 FTE supplemental contract). On days when no meetings are held, teachers will have 45 minutes of planning time.

L. Section 7.1.J: Alternate Calendar/Early Release Days

iGrad will participate in the Alternate Calendar/Early Release Days schedule set forth in the collective bargaining agreement.

M. Section 7.2: Workload

1. A 1.0 FTE iGrad certificated employee will have no more than 200 students on their caseload with no more than 25 students per three-hour session.

Per WAC 392-700-065 1.d.ii-iii; 1.d.A-B:
(ii) For any one instructional session, the program will assign instructional staff as needed to maintain an instructional staff to student ratio that does not exceed 1:25.
(iii) For programs that use noninstructional staff as part of the calculated instructional staff to student ratio, the following conditions must be met:

(A) Noninstructional staff may not be a replacement for the instructional staff and must work under the guidance and direct supervision of the instructional staff; and
(B) The ratio of total instructional and noninstructional staff to students may not exceed 2:50.

2. A 0.1 FTE iGrad certificated employee will have no more than 25 students and a 3.75 hour workday one day each week.

3. A 1.0 FTE iGrad case manager will have a caseload of no more than 75 students, unless a lower caseload is needed to comply with OSPI staffing requirements for an "Open Doors" program. (Per WAC 392-700-085 2: The program will maintain a case management staff to student ratio not to exceed 1:75 (one case manager to seventy-five enrolled students) on a full-time continuous basis throughout the school year.). Hours for counselors will be mutually agreed upon by the counselor and administrator and will overlap the day and evening sessions. If a counselor has FTE in another KSD building, work hours will be mutually agreed upon by the counselor and administration in both buildings. The district, iGrad administration, and iGrad counselors will work with community-based organizations to provide additional services to align with ESSHB 1418 regulations.

4. Per the collective bargaining agreement, ESAs and Nurses will use a collaborative group process and consider the unique needs of the iGrad program in determining assignments during the regular school day.

5. The iGrad site will be considered a unique circumstance when added to the workload of a school psychologist, and, as such, 500 students at iGrad will be considered no more than a .30 FTE. KSD psychologists will not be expected to complete evaluations for students in Green River College (GRCC) program.

6. No base or program special education para-educator time will be assigned to the iGrad program. This does not preclude an IEP team decision determining that para-educator services are required to meet an individual student's educational needs.

N. Section 7.8: Layoff and Recall

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

O. Section 7.10: Secondary School Advisory

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

**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 class size for Kindergarten as listed on section 7.2.A 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 using the Mileage Manager on StaffLink.

        d. A teacher taking the WaKIDS refresher training will receive a one-time payment at their per diem rate.

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.

E. 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.

F. 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 state deadline.

G. Up to fifteen (15) additional hours of pay at each teacher's per diem rate will be available for time spent in grading and data entry of the WaKIDS TS Gold Assessment and will be recorded on an extra pay timesheet, to be submitted to the Director of Early Learning.

H. 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.

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

**Section 7.15 Counselor Duties**

A. McKinney Vento/Foster Care
School Counselors will provide direct and indirect supports to McKinney Vento/Foster Care students and families which may include being the McKinney Vento/Foster Care liaison. School Counselors will not be expected to process or maintain documents associated with McKinney Vento/Foster Care students.

B. Ongoing collaboration for Comprehensive School Counseling Program (CSCP)

a. The Kent School District will continue to collaborate with KEA, School Counselors, and building leadership on the CSCP through the 5030 workgroup, which will meet at minimum of 3 times per year.

- In those collaborative meetings, the team will:
    a. Monitor use of time requirements
    b. Review resources to support the requirements.
    c. Review the training for the CSCP requirements
    d. Review annual assessment data.
    e. Collaborate on state approved evaluation system for counseling that aligns with the CSCP

b. The District CSCP will be posted on the KSD website. Any changes made by the workgroup in the CSCP will be updated on the KSD website.

C. Running Start

In recognition of the work of secondary counselors regarding counseling students/families who take part in the Running Start program, Article 7.2.B.1.d will be modified to count Running Start students as 1.5 students when determining School Counselor caseloads.

D. Test Coordination

KSD will not assign School Counselors to coordinate testing. School Counselors will provide support to ensure students can access their testing environments.

# ARTICLE VIII – EVALUATION

## Section 8.1 – Educator Evaluation

A. Introduction

This evaluation procedure recognizes that teaching and leading is work done by teachers and administrators working together through reciprocal accountability. It recognizes that quality teaching is a highly complex and sophisticated endeavor critically important to improving student learning and growth. Professional learning is a key component of an effective evaluation system. If further recognizes that an evaluation system should reflect and address professional growth throughout an educator's career. This procedure is based on the expectation that teachers are professionals who understand their craft and are proficient in their practice and is designed to recognize strengths, identify areas needing improvement, and provide support for professional growth.

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

B. Definitions

1. "Artifacts" shall mean any products generated, developed, or used by a classroom teacher during the course of instruction. Artifacts should arise naturally from classroom instruction or practices and should not be created specifically for the evaluation system or at the direction of the evaluator. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

2. "Criteria" shall mean one of the eight (8) state defined categories to be scored.

3. "Classroom teacher" shall mean a certificated employee who provides academically focused instruction to students. All classroom teachers shall be evaluated annually using either a Comprehensive or Focused evaluation process.

4. District Designated Electronic/Digital Evaluation Platform (DDEDEP) refers to any electronic platform used to complete observations, growth goals, and write evaluations.

5. "Educational Staff Associates (ESAs)" shall mean OTs, PTs, SLPs, Psychologists, Social Workers, Nurses, and Counselors.

6. "Evaluation" shall mean the ongoing process of identifying, gathering, and using information to improve professional performance and assess total job effectiveness.

7. "Evaluator" shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements.

8. "Evidence" shall mean observed practice, products or results of a certificated classroom teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system (WAC 392-191A-030). Per OSPI that evidence can surface in an educators practice though observations, physical/digital artifacts, learning focused conversations or a combination.

9. "Framework" or "instructional framework" means one of the approved instructional frameworks adopted by the superintendent of public instruction to support the four-level rating system pursuant to RCW 28A.405.100. Kent has chosen the CEL 5D+ instructional framework.

10. "Full Evaluation" is the assessment of an educator on all dimensions or domain areas outlined in their evaluation tool. Examples of full evaluations are the Comprehensive evaluation for TPEP and the CAM evaluation for non-classroom teachers.

11. "Indicators" provide more specific information on each dimension. Each dimension includes five indicators.

12. "Observe" or "Observation" means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversation that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional rubrics pursuant to this section.

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

14. "Rubric" means the descriptions of practice used to capture evidence and data and classify teaching performance and student growth using the evaluation criteria and the four-level rating system.

15. "Student Growth Data" is a process of setting a learning goal, monitoring student growth and adjusting instruction based on student's learning. This process requires reflection and conversation between the supervisor and the teacher in the TPEP process.

16. "Targeted Growth Goal (TGG) Evaluations" are used when an educator is not required or scheduled to be on the 'Full Evaluation.' TGGs are reduced evaluation tools that select a specific aspect of pedagogy to gain insight on professional practice. Examples of TGGs are Focused evaluations for TPEP and PGPs for non-classroom teachers.

17. "Not Satisfactory" shall mean:
    a. Level 1: Unsatisfactory – Receiving a summative score of "1" is not considered satisfactory performance for any teacher.

    b. Level 2: Basic – If the classroom teacher is on a continuing contract with more than five (5) years of teaching experience and if a summative score of "2" has been received

two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.

C. Notification

The educator will be notified by the second Friday after Labor Day whether the educator will be evaluated using the Full Evaluation or the Targeted Growth Goal Evaluation, and who will be assigned as the evaluator. The District will assign itinerant educators a "home" work site or one where the majority of the educator's time is spent completing assigned work duties. Itinerant teachers are those who are assigned to work at multiple worksites. Each educator shall be given a copy of the evaluation criteria, procedures, and any relevant forms or screenshots appropriate to the employee's position and track in the evaluation cycle. Request for an alternative evaluator must be submitted in writing by October 5, along with the rationale for the request, to the current evaluator. If such request is denied the District and Association will work to resolve the issue. A denial of a request by a principal or the District is not subject to the grievance procedure in Article IX. An educator's evaluator may be changed during the school year when administrators have been reassigned or gone on leave during a year, or when the change has been otherwise agreed upon by the District and Association.

D. Goal Setting

The goals setting conference will be held on or before November 15 of the contractual year.

E. Observations

a. Educators in their first and second year of provisional status (P3 and P2) and continuing teachers will be observed at least two times for at least sixty (60) minutes total. An educator in the third year of provisional status (P1) as defined in RCW 28A.405.220 shall be observed at least three times in the performance of duties for at least ninety (90) minutes total. Any scheduled observation shall not be less than 20 minutes in length and will occur no more than five (5) school days after the pre-observation conference.

b. The evaluator will document all scheduled and unscheduled observations and provide copies to the educator within five (5) school days.

c. All scheduled or unscheduled observations must occur by May 1st.

d. Scheduled Observations for a Full Evaluation.

    a. The first of at least two (2) scheduled observations for each educator on a full evaluation shall be conducted by November 15. A second scheduled observation will occur prior to February 15. The evaluator and educator will mutually agree on the date the observation is to occur. The educator may request additional observations.

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

5. Unscheduled Observations

    a. An unscheduled observation is an observation that is not required to be pre-scheduled, but must be a minimum of 15 minutes in length if used for evaluative purposes.

    b. Department or collegial meetings may be used for unscheduled observations.

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

F. Evidence and Artifacts

1. Both the educator and the evaluator may collect and share artifacts and evidence necessary to complete the evaluation.

2. The educator 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.

3. This collection of evidence will be accomplished openly and whenever possible, jointly assessed against the evaluation rubric.

4. Educators may bring evidence and artifacts to their post-observation conference. Educators may submit evidence/artifacts any time prior to the final summative evaluation meeting, but no later than May 1.

5. 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. The final summative score will be determined by an analysis of evidence/artifacts collected by the evaluator and the educator.

6. 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. For itinerant educators, the supervisor can solicit evidence/artifacts from the educator's administrator at their other location(s).

G. Record-Keeping

Human Resources shall keep copies of the final summative evaluation forms and the educator's rebuttal, if one is attached, in the personnel file. Other documentation will be kept in the

DDEDEP and/or evaluator's building working folder or shall be returned to the educator or destroyed on a six-year cycle.

H. Electronic Monitoring

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

I. District Designated Electronic/Digital Evaluation Platform (DDEDEP)

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

J. Educators on Full Evaluation

All educators shall receive a full evaluation at least once every six years, per state law. Educators on probation or provisional status will be placed on a full evaluation. Any educator who received a full evaluation performance rating of Unsatisfactory or Basic in the previous school year must also receive a full evaluation.

K. Educators on Targeted Growth Goal (TGG) Evaluations

In the years when a full evaluation is not required, educators will complete a targeted growth goal evaluation.

L. Final Summative Evaluation Score and Conference

1. No later than May 15 the evaluator and will meet to discuss the educator's final summative evaluation. The final summative rating will be determined by an analysis of observations/evidence/artifacts collected by the evaluator and the educator.

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

3. A second year provisional educator who receives a summative rating of Distinguished (4) shall be granted continuing contract status for the subsequent school year.

4. If an educator departs in the middle of the school year and the departure is planned, the evaluator and educator should come to mutual agreement about a timeline for completing

observations and a summative conference. If not all elements of the rubric have adequate evidence to be scored, the reason for any omission must be noted on the summative form. If the departure is unplanned and it is not possible to complete an evaluation, the evaluator will document that it was not possible to complete the evaluation.

5. If an educator is hired in the second semester by the District after observation timelines have passed, principals will ensure new hires receive training and informally observe the teacher at least once. The evaluator will document that it was not possible to complete the evaluation.

6. The educator will acknowledge in the DDEDEP the final summative evaluation form and will acknowledge in the DDEDEP the observation and evaluation forms to indicate receipt. The educator's acknowledgement does not necessarily imply that the educator agrees with the contents of the evaluation/observation report.

7. The educator may submit additional comments or a rebuttal to an observation and/or a final summative evaluation form within fifteen (15) days after the delivery of the final evaluation. The comments or rebuttal will be uploaded to the DDEDEP by the evaluator. The appropriate district administrator will review any attachments to the final evaluation.

M. Evaluation results:

1. Evaluation results may be used:

   a. To acknowledge, recognize, and encourage excellence in professional performance.
   b. To document the level of performance by an educator of their assigned duties.
   c. To identify specific areas in which the educator may need improvement according to the criteria included on the evaluation instrument.
   d. To document performance by an educator judged unsatisfactory based on the District evaluation criteria.
   e. Beginning in 2015-2016, as one of multiple factors in Human Resources and personnel decisions only as defined elsewhere in this agreement.

2. Evaluation results shall not be:

   a. Shared or published with any educator identifying information.
   b. Shared or published without notification to the individual and Association for their approval or action to block such publication if required by law.
   c. Used to determine any type of base or additional compensation.

3. Nothing prohibits an evaluator from evaluating all teachers as Distinguished within any school

N. Support for Educators on Full Evaluation

1. The Association and employee will be notified by the evaluator whenever any educator's evaluation is trending Basic or Unsatisfactory no later than February 15 or whenever any educator receives an overall Basic or Unsatisfactory summative performance rating on an evaluation. The employee's evaluator may determine whether an educator in provisional status in the first two years (P3, P2), whose full summative evaluation rating is trending Basic or below will participate in the plan of support outlined below. Before a determination is made to non-renew for performance reasons a P3 or P2 educator, the educator must be offered a plan of support and the evaluator must provide documentation of the performance supports provided to the educator in the second semester to the Association and Human Resources. Educators in their last provisional year (P1) or Continuing contract educators who receive a mid-year progress report or summative performance rating that is trending overall Basic or Unsatisfactory will be provided by the District with support and assistance to encourage the educator's growth and future success no later than ten (10) school days after the mid-term progress report or after the educator has received an overall Basic or below 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.

2. When an educator is trending Basic or Unsatisfactory in one or more areas, but not as an overall summative performance rating, additional support may be provided at the employee or administrator's request.

3. 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 educator and the Association.

4. Examples of support and assistance may include but are not limited to:
   a. Release time
   b. Additional planning time
   c. Accessing an instructional coach
   d. Sub-release time to observe a colleagues' instruction or performance of duties
   e. Other supports as mutually agreed upon by the educator and the evaluator.

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

6. Any non-provisional educator who received an overall summative evaluation score of Basic or Unsatisfactory in the previous year will be formally observed before October 15 the following year.

O. Notice of Potential Non-renewal of Provisional Educator

Written notice regarding potential nonrenewal of a provisional teacher will be given to the Association and educator by March 1, or thirty (30) calendar days after the teacher begins work, whichever is later.

P. Inapplicability of Grievance Provisions

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

**Section 8.2 – Classroom Teacher Evaluation and the CEL 5D+ Evaluation Rubric**

A. Applicability

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

2. This evaluation system only applies to classroom teachers, (see Section 8.1, Definitions). The term "classroom teacher" includes general education, special education, academic intervention specialists, and MLE teachers. The term "classroom teacher" does not include Educational Staff Associates (ESA), Nurses, Counselors, Media Specialists/Librarians, TOSAs, Instructional Coaches, Mentors, Program Specialists, Enhanced Intervention Specialists (EIS), ISS teachers, Behavior Specialist, Social Workers, Dean of Students/Educational Assistant, and other employees who do not work with regularly recurring and specifically defined groups of students. Employees who do not meet the definition of "classroom teacher" will be evaluated on the model defined in Section 8.2 of this agreement.

3. When an employee has multiple job descriptions, the employee will be included in this evaluation model if at least .2 FTE of the employee's job qualifies as a classroom teacher as defined in Section 8.3.

4. A continuing classroom teacher who is either voluntarily or involuntarily assigned to a teaching position with a substantive change in subject or grade level, will not be moved to a full evaluation, but will remain on either the full or targeted growth goal evaluation based on the teacher's current placement in the six-year evaluation cycle, as implemented, and will be provided with the same assistance and support granted in Section 8.1.

B. Instructional Framework

1. The parties have agreed to adopt the evidence-based instructional framework

developed by University of Washington Center for Educational Leadership (CEL 5D+) and approved by OSPI.

2. Nothing in the instructional framework will be binding on either party if it is contrary to the terms and conditions described in this agreement.

C. State Criteria and Scoring

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

2. Criterion Performance Scoring

   All summative ratings must be based upon a preponderance of evidence collected throughout the evaluation period and must reflect where performance has grown over time.

3. Summative Performance Rating for Full Evaluation (Comprehensive Evaluation)
   A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluative criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

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

4. Summative Performance Rating for Targeted Growth Goal (Focused) Evaluation.

   A summative score is determined using the most recent comprehensive summative evaluation score. This score becomes the focused summative evaluation score for any subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher

provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

5. Student Growth Goals

   a. The purpose of these Student Growth Goal rubrics is to promote instructional practice that is culturally responsive, socially, and emotionally literate, and inclusive of each and every student. It is advisable to view both the .1s and the .2s for each Criterion together from the beginning to see how the goal will set students on a trajectory of learning that results in growth. Generally, the "two points in time" that are required for the Student Growth process would occur within a unit of study. Between setting the goal (.1) and determining student growth (.2) is where the instructional frameworks can be useful in supporting effective instruction that moves student learning forward. Student Growth as part of the evaluation process is required per RCW 28A.405.100.

   b. Added to the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. On comprehensive evaluations, evaluators add up the raw score on these components and the teacher is given a score of low, average or high based on the scoring bands below:

      5-12-Low
      13-17-Average
      18-20-High

   c. The District will provide time and support for all classroom teachers to engage in activities that support the student growth requirements, defined in Criteria 3, 6, or 8. Such time will be scheduled during the contracted work day.

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

   e. The teacher will select student growth goals for Components SG-3.1, SG-6.1 and SG-8.1. These goals may be interrelated. These will be provided to the evaluator and the evaluator will provide feedback on the rating of the goals under the appropriate rubric during the student growth goal setting conference (see Washington State Criteria 3, 6, and 8 Growth rubrics and documentation on Exhibit J-4) A teacher on a focused evaluation will only select one student growth goal.

6. If a teacher receives a Distinguished (4) summative score and a Low student growth score, they will automatically be moved to the Proficient (3) level for the final summative score.

7. If a teacher on a Comprehensive Evaluation receives an Unsatisfactory (1) on any of the five (5) student growth components, a Low overall student growth score must be given. This will trigger the Student Growth Inquiry Plan. At the beginning of the following school year, the teacher and evaluator will mutually agree to engage in at least one of the following:

    a. Examine student growth data in conjunction with other evidence including observation, artifacts, and other student and teacher information based on appropriate classroom, school district, and state-based tools and practices;

    b. Examine extenuating circumstances which may include: student growth goal setting process/and expectations, student attendance, curriculum/assessment alignment, and class size or caseload

    c. Schedule monthly conference focused on improving student growth to discuss/revise student growth goals, progress toward meeting student growth goals, and best practices.

    d. Create and implement a professional development plan to address areas of student growth.

D. Professional Development

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

1. All teachers new to the Kent School District and/or the CEL 5D+ evaluation framework shall be provided the equivalent of two (2) full days of training, which shall include twelve (12) hours of instruction, a 30-minute duty-free lunch each day, and two (2) hours of individual planning time for a total of fifteen (15) hours of professional development designed to introduce the evaluation rubrics and the process.

2. Professional Development that occurs outside of the scheduled workday shall be paid at the individual teacher's per diem rate.

3. No teacher shall be evaluated by a principal/administrator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. The District will provide the Association with written confirmation of the demonstrated competence and inter-rater agreement of each evaluator. Such documentation will be provided to the Association by October 1 of each year.

E. Pre-Observation Conference

A pre-observation conference shall be held prior to the first scheduled observation for non-provisional teachers and prior to each scheduled observation for provisional teachers. The teacher and evaluator will mutually agree when to conference. The purpose of the pre- observation conference is to discuss the professional practices to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria. The pre-conference form (Exhibit J-2) will be used to guide the conversation, but the form shall not be required to be completed. The pre-observation conference for the first observation will be held by November 14 for teachers on comprehensive evaluation. For subsequent scheduled observations for non-provisional teachers, pre-observation conferences shall be held at the request of the teacher or evaluator.

F. Observation

The evaluator will document all scheduled and unscheduled observations and provide copies of the script with CEL 5D+ coding to the teacher within five (5) school days via the DDEDEP.

G. Post-Observation Conference

1. The post-observation conference between the evaluator and teacher will be confidential and will be held no later than five (5) school days after the scheduled observation.

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

3. The purpose of the post-observation conference is to review the teacher's and evaluator's evidence related to the observation and rubric indicators and to discuss the teacher's performance.

4. If there are areas of concern, the evaluator will identify specific concerns for the applicable state criteria and related indicators in writing and provide possible solutions to remedy the concern.

H. Comprehensive evaluation

1. By February 15, teachers will be given a progress report (Exhibit J-3) and conference indicating their current level of performance against the CEL 5D+ evaluation rubric and the state eight (8) criteria. If the teacher believes that procedures outlined in this section were not followed, and/or the indicators were not objectively scored, they will be granted the following additional opportunities:

    a. An additional scheduled observation conducted by a mutually agreed upon evaluator.

b. A mutually agreed upon evaluator, preferably from within the Kent School District, will review the evidence/artifacts gathered during the school year.

2. Final Summative Evaluation Score and Conference

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

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

3. If the evaluator assigns the teacher a final summative score below Proficient, the evaluator must provide multiple pieces of evidence for each criterion scored Basic or Unsatisfactory.

I. Focused evaluation

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

2. 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.

3. If the criterion selected for a focused evaluation is Criterion 8, a classroom-based observation will not be required.

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

5. Pursuant to WAC 392-191A-120, the conduct of the focused evaluation of classroom teachers must include the following:

a. One of the eight (8) criteria for certificated classroom teachers must be evaluated in every year that a comprehensive evaluation is not required. Prior to September 30, one criterion will be selected by the teacher.

b. The evaluation must include an assessment of the criterion using the instructional framework rubrics and the state approved student growth rubrics. The measures selected to be used for student growth will be determined in collaboration with the teacher and the evaluator.

c. The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 is selected, teachers will use the embedded student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, teachers will choose criterion 3 or 6 to demonstrate student growth.

d. The first scheduled observation for a Focused evaluation must be completed by February 15 and the second scheduled observation for a Focused evaluation must be completed by May 1st.

e. A summative score is determined using the most recent comprehensive summative evaluation score. This score becomes the focused summative evaluation score for any subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

Section 8.**3 –** Non-Classroom Educator Evaluations

A. Applicability

The Certificated Assessment Model (CAM) evaluation is used for educators who are not classroom teachers. This might include, but is not limited to, athletic directors, instructional coaches, interventionists, counselors, nurses, librarians, social workers, school psychologists, occupational/physical therapists, speech-language pathologists, etc. These educator groups shall be assessed on either the CAM which is a full evaluation or the PGP which is the Target Growth Goal evaluation.

B. Assignment of Evaluator

Prior to the beginning of the assessment process, the principal of each building and those other qualified individuals who will be acting as evaluator shall:

1. Designate the administrative evaluator , if other than the principal. The evaluator for certificated employees shall be the principal or assistant principal of the building to which the employee is assigned, or an administrative designee holding an initial or continuing administrator's credential.

2. The evaluator for certificated employees who spends less than one-half time in a building shall be the director in charge of that program or the superintendent's designee when mutually agreed to by the building principal, certificated employee and program director. In no event shall the evaluator be anyone represented by the Association pursuant to Section 1.1.

3. No member of the bargaining unit shall be designated as the official evaluator of any District employee represented by the Washington Education Association.

C. Goals Setting Conference

1. A goals setting conference will be held between the evaluator and the staff member being assessed in order to mutually establish specific written goals for the year. This conference should result in the selection of 1-3 mutually agreed specific goals grounded in the evaluation areas. The plan to achieve the goals will be written on the form provided. In the event agreement cannot be reached, the evaluator will select specific goals.

2. All educators on the non-TPEP evaluation will participate in a goal setting conference and select goals grounded in the areas of the long form. Educators on the long form, in addition to completing the goal setting conference, will be rated on all indicators within the CAM long form. Educators on the TGG will only be assessed on the indicators connected to their goal setting.

3. Additional conferences between the evaluator and the educator may be held to monitor progress or to modify goals.

D. Professional Growth Plan (PGP) for the TGG

1. The short form of assessment shall include two PGP conferences and two observations as outlined in 8.1.

2. During the PGP, the evaluator may return the educator to the full evaluation during the goals setting conference. If during the year after the goals setting conference, an educator is removed from the PGP, the evaluator shall provide written reasons for this change.

**Section 8.4– Probation**

A. General

1. An educator whose work is rated Unsatisfactory (1) on the summative comprehensive evaluation may be placed on probation in the following school year by the Superintendent after October 15, but no later than a minimum of 60 school days prior to May 1 of any school year.

2. A continuing contract teacher on full evaluation with more than five (5) years of teaching experience whose summative evaluation score is Basic (2) for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.

3. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.

B. Initiating the Probationary Process

1. In the event that an evaluator determines that the performance of an educator under their supervision merits probation, the evaluator shall report in writing to the Superintendent, educator, and Association. The report shall include the following:

    a. Explanation of how the continuing educator qualifies for Probation under Section 8.4.A.
    b. Specific areas of performance deficiencies identified from the district evaluation criteria.
    c. A proposed specific, time bound, and reasonable probationary plan for improving their performance. The plan will include a system for periodic feedback during the term of probation, supports provided and funded by the district and the dates those supports will be put in place.
    d. A statement indicating the dates of the probationary plan.

2. If the Superintendent concurs with the evaluator's judgment that the performance of the educator is not satisfactory, the Superintendent shall place the educator in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15 is Unsatisfactory (1).

C. Establishment of Probationary Period

1. The superintendent shall notify the educator in writing within ten (10) school days that they are being placed on probationary status for 60 school days. During the period of probation, the educator may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment is contemplated by either the individual or the school district. The written notice provided to the certificated employee shall contain the following information:

    a. Specific areas of performance deficiency.
    b. A statement indicating the duration of the probationary period.

D. Evaluation During the Probationary Period

1. At or about the time of the delivery of a probationary letter from the superintendent, the evaluator shall hold a personal conference with the probationary educator, a

representative from Human Resources, and a KEA advocate to discuss performance deficiencies and the remedial measures to be taken.

a. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
b. During the probationary period the evaluator shall observe and meet with the probationary educator at least twice within every twenty (20) school days, to observe, provide assistance, and prepare a written report. The provisions of Article VIII outlining observation processes shall apply. The educator shall be provided with a copy of the observation report, either hand delivered or by registered mail no longer than five (5) school days following each meeting.
c. The probationary educator may be removed from probation at any time if they have demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in their notice of probation.
d. The probationary educator may request that a second certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be jointly selected by the District and the Association.

2. An educator who is on a plan of probation must be removed from probation if they have demonstrated improvement in the areas prescribed as deficient. The educator must be removed if an educator with five (5) or fewer years of experience scores at Basic (2) or above and an educator of more than five (5) years scores at Proficient (3) or above.

3. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause.

4. In the case of educators being placed on probationary status, the complete assessment process final summative evaluation shall be finalized by May 15.

E. Administrator's Post-Probation Report

1. Unless the probationary educator has previously been removed from probation, the evaluator shall submit a written report to the superintendent at the end of the probationary plan, such report shall identify whether the performance of the probationary educator has improved, and shall set forth one of the following recommendations for further action:

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

F. Action by the Superintendent

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

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

G. Non-renewal (Discharge)

1. When a continuing contract educator with five (5) or more years of experience receives a summative evaluation rating of Unsatisfactory (1) for two (2) consecutive years, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15, whichever occurs first, implement the educator notification of non-renewal (discharge) as provided in RCW.28A.405.300.

2. The educator who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) days following receipt of said notice to file a notice of appeal as provided by statute and retains all rights and timelines as provided by this Agreement.

# ARTICLE IX – GRIEVANCE

## Section 9.1 – Definitions and General Conditions

A. Definitions

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

2. "Grievant" means the Association or an employee having a grievance.

B. General Conditions

1. Time Limits

   The adjustment of grievances shall be accomplished as rapidly as possible. To that end, the number of days within which each step is described to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. For the purposes of this Article, "days" will be defined as student contact days when all schools are in session during the regular school year. The time limits provided in the Article shall be strictly observed unless extended by written agreement of the parties. Failure of the Association to proceed with its grievance within the times provided shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action within the times provided shall entitle the Association to proceed to the next step of the grievance procedure.

2. Representation

   A grievant may be represented by a representative of the Association or a grievant may present their grievance to the employer and have such grievance adjusted without the intervention of the Association as long as the Association has been given an opportunity to be present at that adjustment and to make its views known, and as long as the adjustment is not inconsistent with the terms of this Agreement.

3. Additional Participants

   Both parties in the grievance-adjusting procedure may call in other persons who could make a pertinent contribution to the acceptable adjustment of a grievance.

4. Freedom from Reprisal

   Participants involved in grievance adjustment proceedings, whether as a grievant, a witness, an Association representative, or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal on account of their reasonable participation in the grievance-adjusting process.

5. Assistance in Investigation

   During the course of any investigation by the Association, the District shall cooperate with the Association and furnish to it relevant and necessary information for the processing of the grievance.

6. Hearings

   All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses. Such hearings shall be conducted during non-school hours unless there is mutual agreement for other arrangements. In the event a hearing is scheduled during school hours, the District shall provide release time for the grievant(s) and any witnesses. The District and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting. The parties will use good faith efforts to meet all scheduling deadlines in the grievance procedures.

7. Exception

   If the grievance arises from an action of authority higher than the immediate supervisor, the grievant may present such grievance at Step 2 of this procedure.

8. Arbitrability

   A grievance based on any District policy, approved rule, regulation, or procedure consistent with Board policy and not a provision of this Agreement shall be final with the decision of the superintendent or their designee and shall not be submitted to Step 3.

9. Continuity of Grievance

   Notwithstanding the expiration of this Agreement, any claim or grievance arising prior to the expiration date of this Agreement may be processed through the grievance procedure until resolution.

10. Probation/Nonrenewal

    No grievance proceeding shall limit the authority of the District to proceed with probationary and/or nonrenewal action pursuant to the procedures established by state law.

11. Grievance Resolution

    If the Association opts for an alternate method of dispute resolution as provided for by law or regulation, the arbitration step of the grievance procedure shall not be utilized for the same claim.

**Section 9.2 – Procedures**

KEA and the District value problem-solving at the lowest possible level. In the event that an employee believes there is a basis for a grievance, the employee may first discuss the alleged grievance with their building principal or other appropriate supervisor, either personally or accompanied by their Association representative. Should the grievance not be sufficiently resolved at the informal level, the following steps will be used as a formal grievance process.

A. Step 1

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

B. Step 2

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

C. Step 3

If the grievance is not resolved with the decision by the superintendent, or their designee, or if no decision has been made within the period provided in Step 2, the grievant may, within fourteen (14) days of meeting with the superintendent or their designee, request in writing that the Association submit their grievance to grievance mediation (D), or final and binding arbitration (E). The Association may exercise its right to grievance mediation or arbitration by giving the superintendent written notice of its intention to mediate or arbitrate within twenty-eight (28) days after the step two meeting with the superintendent or their designee.

D. Grievance Mediation

In the event the Association notifies the superintendent or their designee of its intention to mediate as per subsection C above, then the District shall respond, within seven (7) days from receipt of the Association's request, as to whether or not the District agrees to grievance mediation.

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

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

1. A mediation conference shall be scheduled as soon as possible upon selection of a mediator.

2. The mediator shall conduct no more than three (3) mediations per day.

3. The location, date, and starting time for the mediation shall be agreed to by the District and the Association.

4. The fees and expenses of the mediator shall be shared equally by the parties. The cost of substitutes, witnesses and representatives shall be borne by the respective party.

5. The grievant shall have the right to be present at the mediation conference. The cost of the substitute, if any, for the grievant shall be borne equally by the Association and the District.

6. Grievance claims regarding retroactive compensation shall be limited to the calendar year during which the grievance occurred.

7. One (1) person from each party shall be designated as spokesperson for that party at the mediation conference.

8. The mediator will have the authority to meet separately with either party but will not have the authority to compel the resolution of a grievance.

9. The presentation of facts and considerations shall not be limited to those presented at Step Two of the grievance procedures. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed to them.

10. Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one copy of the written grievance to be used solely for the purposes of statistical analysis.

11. In the event that a grievance which has been mediated is appealed to arbitration, the mediator may not serve as arbitrator, nor may the mediator be placed on any panel from which an arbitrator is to be selected by the parties. In the arbitration proceedings, there shall be no reference to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the

arbitration hearing and nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.

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

E. Arbitration

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

1. The parties will have fourteen (14) business days from the date of the Association's Notice of Intent to Arbitrate in which to identify a mutually acceptable arbitrator. If the parties are unable to identify a mutually acceptable arbitrator within this timeframe, the parties will jointly request a list of nine (9) potential arbitrators from the Public Employee Relations Commission (PERC). The parties will alternate striking of arbitrators until only one (1) arbitrator remains. The final arbitrator selection process will be complete within ten (10) business days after receipt of the PERC list by the parties. Hearings shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service (FMCS).

2. The compensation and expenses of the arbitrator will be divided equally between the two (2) parties.

3. Grievance claims regarding retroactive compensation shall be limited to 24 months prior to the date the grievance was filed.

**Section 9.3 – Individual Complaints**

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

# ARTICLE X – INCLUSIVE EDUCATION

## Section 10.1 – Inclusive Education

A. Inclusive Education will provide a full continuum of services for students with disabilities, ages 3-21 within an appropriate, individual program for each student in the least restrictive environment, consistent with State and Federal regulations. Services for all students eligible for special education shall be provided to the maximum extent appropriate in the general education environment. When specially designed instruction (SDI) is provided in the general education classroom, the District will provide support as defined in the student's individual educational plan (IEP).

B. Each building principal will provide a written procedure for communicating with staff regarding the needs and concerns of inclusion for special education students in the general education classroom. The procedure will identify how the inclusive education teacher will work with the general education teacher before placing students. The procedure shall include a way to make necessary adjustments and/or corrections after placement, including requests for additional support. The building administrator(s) shall monitor the process and work with all parties to resolve any conflicts.

C. Discipline standards for inclusive education students will be established that are consistent with the District's discipline policy and procedures, special education legal requirements, and the IEP process.

D. KSD and KEA believe in offering diverse programs for our students with IEPs. Every program must have a published program guide for educators (including how the program may be operated) and an overview of the potential needs of students the program may serve. These program guides must be created in collaboration with Inclusive Education teachers. Any edits to the program guide must be completed in partnership with Inclusive Education teachers and published before the start of the next school year.

## Section 10.2 – Medication/Health Care

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

## Section 10.3 – Instructional Assistant/Paraeducator Time

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

## Section 10.4 – WA-AIM

The teacher responsible for creating, administering, organizing the materials, proctoring, grading, and documenting the assessment will be eligible for 4 hours of release time per student. Building Administrator or Inclusive Education designee will preapprove additional release time for continuing administration of assessment when needed. Preapproved additional release time is

based on data informing how much anticipated time the student(s) will need to complete the assessment.

# ARTICLE XI – WAIVERS AND OTHER AGREEMENTS

## Section 11.1 – Shared Decision Making

A. We believe that shared decision making is a means of generating structure through a continuing dialogue centered on the District's vision and core values. We recognize the need for changing roles and more open relationships in public education and encourage all stakeholders to participate in shared decision making as equal partners. Our shared efforts will promote flexibility as well as District unity, sharing of information, access to decision making for all stakeholder groups and shared responsibility as we engage in the cycle of renewing education.

B. We are committed to developing opportunities for shared decision making as a process in which community, staff, and building administration share in the development of organizational strategies and policies that will create a sound educational environment. Fundamental to this process is the belief that broad educational goals can best be implemented by the individual schools assessing their unique needs and resources. An important function of the District and the association is to support learning improvement teams as outlined in KSD policy 2010.

C. A school which has developed a plan which conflicts with this agreement can ask for a letter of agreement to waive contract language. Such a request will be granted by the parties, provided it is mutually agreed that the letter of agreement will create a sound educational environment and will not jeopardize either party's interests. Letters of agreement approved will be granted for up to one (1) year.

## Section 11.2 – Letter of Agreement Process

A. Any arrangement or action that is contrary to the terms of the collective bargaining agreement shall require a waiver in the form of a letter of agreement which specifies the nature and duration of the agreement. A letter of agreement may also memorialize arrangements or actions not covered by the terms of the collective bargaining agreement, if both parties agree that it would be useful to document such arrangement or action. This agreement, upon approval of KEA and the District, will be considered an addendum to the collective bargaining agreement for the purpose of innovative and creative program implementation or other worthy purpose.

B. At the time that a letter of agreement is requested, a form must be submitted to the KEA president which shows written evidence demonstrating that at least two-thirds (2/3) of the employees affected by the agreement are in support.

C. All letters of agreement must be signed by the association president or their designee and the District's designated human resources administrator.

D. All letters of agreement shall be kept on file as follows: one (1) copy in the human resources office, one (1) copy in the association office, and one (1) copy at the site that originated the agreement.

E. All letters of agreement shall expire at the end of the school year in which they go into effect unless the parties mutually specify another period.

# ARTICLE XII – DUAL LANGUAGE

## Section 12.1 – Program

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

B. Training

1. Teachers in the Dual Language Program will be provided specific District-designated training in dual language instruction and provided the instructional materials necessary to implement the program.

2. Teachers new to the Dual Language program will be offered three days of training in the summer prior to the start of the teacher's first school year with the program. Training time will be paid at per diem on timesheets submitted to the director of multilingual education.

3. The District will pay training time at per diem and any fees for the additional District-required training. If such training involves travel, the District will pay expenses, including mileage, airfare, hotel costs, and/or meal stipend. For required training which requires overnight travel, a day of travel will be considered a work day for compensation purposes.

C. Involuntary Transfers

1. For the term of this agreement, no non-Dual Language program teachers currently working in any Dual Language program schools will be subject to involuntary transfer due to the hiring of a teacher for a new grade level in the Dual Language program. If attrition fails to result in open positions, the District will provide additional FTE to the school(s).

2. For the term of this agreement no KEA members currently working in the Dual Language program will be subject to involuntary transfer. If a teacher decides to opt out of the program, the teacher must provide written notice by March 15. After opting out, the teacher will be subject to involuntary transfer per the terms of the CBA.

D. Guest Teachers

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

E. Resources

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

F. Interpreters

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

**Section 12.2 – Dual Language Teacher Compensation**

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

**Section 12.3 – Dual Language Goal Setting, Parent Conferences, and Report Cards**

Teaching partners in the Dual Language program will collaborate and share information to facilitate progress reporting for all students. Release time or per diem, paid by Special Projects timesheet, will be provided as compensation for this work as delineated below. Release days chosen by the teacher in this section or Section 12.4 may be scheduled by the teacher on any school day a guest teacher is available, provided the teacher is responsible for completing the goal-setting, conferences, report cards and required student assessments on the District schedule.

A. Goal Setting Collaboration

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

B. Fall Conference Period

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

C. Spring Conference Period

Dual Language teachers receive a total of 7.5 hours paid at per diem rate or one-day release to participate in spring conferences with their partner teachers' homeroom students. Dual

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

D. Semester One Report Card Collaboration

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

E. Semester Two Report Card Collaboration

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

**Section 12.4 – One-to-one Literacy Assessments in Dual Language Classrooms**

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

**Section 12.5 – KEA/KSD Joint Dual Language Advisory Committee**

The parties agree to establish a joint advisory committee to advise the Dual Language program administrator. The District and the Association will each appoint up to five (5) members to represent their interests. The joint committee shall be co-chaired by an Association member appointed by KEA and District representative. The committee shall determine meeting cadence at the first meeting of 2024. Agendas and meeting notes will be posted. The committee will provide guidance on program support, training, and curriculum development, and will develop a plan to address ongoing workload issues. Members of the committee may include a Dual Language specialist, Dual Language teachers and/or partner Dual Language teacher. In the event that meetings are held outside of the regular workday, members will be compensated at per diem through a special projects time sheet. For the 2024-2025 school year the committee will also be tasked with drafting proposed contract language to update the elementary DL program and create language specific to the secondary DL program. The Committee will present a proposal to KSD and KEA by April 1st 2025. Upon receipt of the proposal, either party may request a meeting to bargain on this language.

## ARTICLE XIII – DURATION AND ACCEPTANCE OF AGREEMENT

A. This Agreement shall be effective September 1, 2024 and shall continue in effect through August 31, 2027. This Agreement, together with all the terms, conditions, and effects thereof, shall expire on the date indicated. Negotiations between the parties on a successor agreement shall begin no later than April 2027.

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

C. The parties commit to jointly explore interest-based labor/management collaboration during the term of this Agreement. This topic will be further pursued through the Cabinet meetings and Joint Labor-Management Committee described in Article III.

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

In witness thereof:

FOR THE ASSOCIATION

KEA President

FOR THE DISTRICT

9/4/24

President, Board of Directors

Israel Vela 9/4/24

Secretary of the Board

## EXHIBITS

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

Kent School District/Kent Education Association
August 23, 2013

A. The Kent School District and the Kent Education Association believe that effective collaboration focused on improved learning for all students is a significant part of continuous strengthening of professional practice. We believe this time should be meaningful and relevant to staff and align with current research and best practices. Collaboration is a systemic process in which employees work together, interdependently to analyze and impact their professional practice in order to improve individual and collective student growth. The work of the PLC will be grounded in the four guiding questions:

   1. What do we expect students to learn?

   2. How will we know if each student has learned it?

   3. How will we respond when some students do not learn it?

   4. How can we extend and enrich learning for students who have demonstrated proficiency?

B. The purposes and goals of the PLC will be guided by the following framework:

   1. The work of PLCs will be an ongoing process of collective inquiry and action research to support student growth.

   2. PLC teams recognize the importance of data and will use data to inform the decisions and work of the team.

   3. Leadership will be shared and distributed among the participants of each PLC team. Sharing power and authority among team members increases leadership capacity and builds a belief in the school's collective ability to positively affect student learning.

   4. A major focus of the PLC is on student learning where employees work and learn together, as they reflect on the effectiveness of their practice and the needs, interests, and skills of their students.

   5. A plan will be developed for specialists (music, PE, counselors, librarians, OTs, etc.), as well as single educators who represent their departments (Japanese, ASC, SC, ELL, etc.), to participate in PLCs within a building. PLCs may also be developed by job-alike across the district.

   6. If requested by the building principal, Professional Learning Communities may complete a form to document the work of their group. The form will be made available to PLC team members and building administrators electronically and will be stored on the school server.

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

**Kent School District**

**Team Name:** **Meeting Date:**

**Team Members Present:**

**Follow-up with:**

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

- **What do we expect students to learn?**
  - ► *Define the student need based on Common Core State Standards (CCSS), WA State Content Standards, curriculum pacing guides, formative/summative assessment results, benchmark tests, student work samples, etc.*
  - ► *What will you look for as evidence of success? What criteria might be used for evaluating student work over time? What data points will be used to measure student growth/progress?*
- **How will we know if they learn?**
  - ► *Describe the instructional approach used and explain the rationale for selection of this instructional approach.*
    - ○ *Explain how/why the instructional approach helps meet the objective.*
  - ► *Plan the details for preparing and teaching this well.*
  - ► *Clarify/determine the required collection of evidence (e.g. what will be collected, when how will it be assessed, and in how will the data be compiled).*
- **How do we respond when students do not learn?**
  - ► *List the strengths evident in the student work. Consider all student groups when analyzing data. Student groups are defined by the federal/state identified Annual Measurable Objective (AMO) groups (i.e., race and participation in ELL and inclusive services).*
  - ► *Describe how instruction might have contributed to the strengths. Consider all student groups when analyzing data.*
  - ► *List the continuing needs and misconceptions evident in the student work. Consider all student groups when analyzing data.*
  - ► *Describe what needs to happen in subsequent instruction to address the continuing needs. Consider all student groups when analyzing needs.*

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

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

**Team Goals/Agenda:**

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

**Today's Successes:**

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

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

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

**Assistance from Administrator:**

*(if needed)*

# Exhibit B – Certificated Employees Working Calendar
# 2024-2025

*Note: In the event of school cancellation by the district, the make-up day(s) shall occur on March 28, April 18, May 23, and then, if necessary, after the end of the school year in June.*

| M | T | W | T | F | |
|---|---|---|---|---|---|
| **AUGUST** | | | | | |
| 19 | 20 | 21 | 22 | *23 | *8/23,8/26 required |
| *26 | 27 | #28 | 29 | 30 | pre-service days |
| | | | | | #School starts 8/28 |
| | | | | | 3 School Days |
| **SEPTEMBER** | | | | | |
| (2) | 3 | 4 | 5 | 6 | |
| 9 | 10 | 11 | 12 | 13 | ( ) Labor Day 9/2 |
| 16 | 17 | 18 | 19 | 20 | Kindergarten starts 9/3 |
| 23 | 24 | 25 | 26 | 27 | 20 School Days |
| 30 | | | | | |
| **OCTOBER** | | | | | |
| | 1 | 2 | 3 | 4 | @ No School – Teacher Workshop |
| 7 | 8 | 9 | 10 | @11 | EI Conf 10/21-10/25 |
| 14 | 15 | 16 | 17 | 18 | 22 School Days |
| 21 | 22 | 23 | 24 | 25 | |
| 28 | 29 | 30 | 31 | | |
| **NOVEMBER** | | | | | @ No School – Teacher Workshop |
| | | | | @1 | ( ) Veterans Day 11/11 |
| 4 | 5 | 6 | 7 | 8 | Secondary Conf 11/26 |
| (11) | 12 | 13 | 14 | 15 | ( ) Thanksgiving 11/28 |
| 18 | 19 | 20 | 21 | 22 | ( ) Native American Heritage |
| 25 | 26 | 27 | (28) | (29) | Day 11/29 |
| **DECEMBER** | | | | | 17 School Days |
| 2 | 3 | 4 | 5 | 6 | |
| 9 | 10 | 11 | 12 | 13 | ( ) Winter Break 12/23-12/31 |
| 16 | 17 | 18 | 19 | 20 | 15 School Days |
| (23) | (24) | (25) | (26) | (27) | |
| (30) | (31) | | | | |
| **JANUARY** | | | | | |
| | | (1) | (2) | (3) | ( ) New Year's Day 1/1 |
| 6 | 7 | 8 | 9 | 10 | ( ) Winter Break 1/2 – 1/3 |
| 13 | 14 | 15 | 16 | 17 | ( ) M.L. King Day 1/20 |
| (20) | 21 | 22 | 23 | @24 | @ No School |
| 27 | 28 | 29 | 30 | 31 | 18 School Days |

| M | T | W | T | F | |
|---|---|---|---|---|---|
| **FEBRUARY** | | | | | |
| 3 | 4 | 5 | 6 | 7 | EI Conf 2/10-2/14 |
| 10 | 11 | 12 | 13 | 14 | ( ) Mid-Winter Break 2/17-2/18 |
| (17) | (18) | 19 | 20 | 21 | 18 School Days |
| 24 | 25 | 26 | 27 | 28 | |
| **MARCH** | | | | | |
| 3 | 4 | 5 | 6 | 7 | @ No School – Teacher Workshop |
| 10 | 11 | 12 | 13 | @14 | *Optional Snow Day 3/28 |
| 17 | 18 | 19 | 20 | 21 | 19 School Days |
| 24 | 25 | 26 | 27 | *28 | |
| 31 | | | | | |
| **APRIL** | | | | | |
| | 1 | 2 | 3 | 4 | ( ) Spring Break 4/7-4/11 |
| (7) | (8) | (9) | (10) | (11) | *Optional Snow Day 4/18 |
| 14 | 15 | 16 | 17 | *18 | 16 School Days |
| 21 | 22 | 23 | 24 | 25 | |
| 28 | 29 | 30 | | | |
| **MAY** | | | | | |
| | | | 1 | 2 | *Optional Snow Day 5/23 |
| 5 | 6 | 7 | 8 | 9 | ( ) Memorial Day 5/26 |
| 12 | 13 | 14 | 15 | 16 | 20 School Days |
| 19 | 20 | 21 | 22 | *23 | |
| (26) | 27 | 28 | 29 | 30 | |
| **JUNE** | | | | | |
| 2 | 3 | 4 | 5 | 6 | #Last Day of School 6/17 |
| 9 | 10 | 11 | 12 | 13 | ( ) Juneteenth 6/19 |
| 16 | #17 | 18 | (19) | 20 | 12 School Days |
| 23 | 24 | 25 | 26 | 27 | |
| 30 | | | | | |

Early Release – Employee Directed

Early Release – Administrator Directed

1. In the event of school cancellations during the first semester, the last day of the first semester shall be rescheduled to fall on the 90th school day for secondary students.
2. This calendar is based on 185 contracted days (180 school days), 2 additional required days, and 3 workshop days. (Note: Contracts with 10 extended days shall also work June 18, 20, 23-25, and August 11-15 unless it is mutually agreed to substitute other dates or as stipulated in Article IV, Section 6.C.2.)
3. Payment for the August 23 and 26 required days, and the three workshop days are annualized and included in the base salary schedule (Exhibit G-1).
4. This calendar and all explanatory footnotes are subject to change during contract negotiations for the successor collective bargaining agreement.

## Exhibit C – KEA/KSD Grievance Form

Level Filed: _____1 _____2 _____3

Grievant: Date of Presentation:

Home Address: Phone:
Work:
Personal:

Worksite: Immediate Supervisor:

Years in School System: Subject Area or Grade Level:

Association Representative(s):

Date grievance occurred:

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

Statement of Dispute:

Requested Remedy:

_____

Signature of Grievant or Union Representative Date

Distribution of Form:
Supervisor
KEA
UniServ
Grievant

## Exhibit D – Individual Employee Contracts

## Exhibit D-1 – Continuing

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

Employee Name
Address
City State Zip

Location:

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

Employee is hereby employed by District to perform assigned services as (___FTE) certificated staff during the _____ school year, which shall include 185 days of service, exclusive of school holidays, school vacations and any regularly scheduled school days cancelled because of inclement weather or emergency.

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

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

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

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

By the order of the Board of Directors

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

Administrative Offices, 12033 SE 256th, Kent, Washington 98030

## Exhibit D-2 – One-Year Provisional

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

Employee Name
Address
City State Zip

Location:

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

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

Employee is hereby employed by District to perform assigned services as (___FTE) certificated staff during the _____ school year, which shall include 185 days of service, exclusive of school holidays, school vacations and any regularly scheduled school days cancelled because of inclement weather or emergency.

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

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

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

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

By the order of the Board of Directors

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

Administrative Offices, 12033 SE 256th, Kent, Washington 98030

## Exhibit D-3 – Two-Year Provisional

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

Employee Name
Address
City State Zip

Location:

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

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

Employee is hereby employed by District to perform assigned services as (___FTE) certificated staff during the _____ school year, which shall include 185 days of service, exclusive of school holidays, school vacations and any regularly scheduled school days cancelled because of inclement weather or emergency.

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

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

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

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

By the order of the Board of Directors

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

Administrative Offices, 12033 SE 256th, Kent, Washington 98030

## Exhibit D-4 – Three-Year Provisional

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

Employee Name
Address
City State Zip

Location:

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

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

Employee is hereby employed by District to perform assigned services as (___FTE) certificated staff during the _____ school year, which shall include 185 days of service, exclusive of school holidays, school vacations and any regularly scheduled school days cancelled because of inclement weather or emergency.

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

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

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

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

By the order of the Board of Directors

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

Administrative Offices, 12033 SE 256th, Kent, Washington 98030

## Exhibit D-5 – Leave Replacement

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

Employee Name
Address
City State Zip

Location:

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

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

Employee is hereby employed by District to perform assigned services as (___FTE) certificated staff during the _____ school year, which shall include 185 days of service, exclusive of school holidays, school vacations and any regularly scheduled school days cancelled because of inclement weather or emergency.

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

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

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

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

By the order of the Board of Directors

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

Administrative Offices, 12033 SE 256th, Kent, Washington 98030

## Exhibit D-6 – Retire/Rehire

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

Employee Name
Address
City State Zip

Location:

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

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

Employee is hereby employed by District to perform assigned services as (___FTE) certificated staff during the _____ school year, which shall include 185 days of service, exclusive of school holidays, school vacations and any regularly scheduled school days cancelled because of inclement weather or emergency.

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

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

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

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

By the order of the Board of Directors

BY _____ _____
Superintendent Employee Signature
Secretary of the Board

KSD KEA ____ Date Signed: _____

Administrative Offices, 12033 SE 256th, Kent, Washington 98030

**Exhibit E – Supplemental Contract**

KENT SCHOOL DISTRICT
EMPLOYMENT AUTHORIZATION
SUPPLEMENTAL CONTRACT
Year

Employee Name
Address
City State Zip

Location:

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

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

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

By _____ _____

Superintendent
Secretary of the Board

Employee Signature

KSD KEA ____

Administrative Offices, 12033 SE 256th, Kent, WA 98030

## Exhibit F – Separate Contract

Kent School District
Employment Authorization
Separate Contract
For
Educational Excellence
Year

Employee Name
Address
City State Zip

Location:

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

Required Extra Days

Effective Education

Special Projects / Class Coverage

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

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

BY _____ _____

Superintendent
Secretary of the Board

Employee Signature

KSD KEA ____

Date Signed: _____

Administrative Offices, 12033 SE 256th, Kent, Washington 98030

# Exhibit G – Salary Schedules

**Exhibit G-1 - 2024-25 Base Salary Schedule**

| | BA | BA+15 | BA+30 | BA+45 | BA+90 | MA | MA+45 | MA+90 |
|---|---|---|---|---|---|---|---|---|
| 0 | $66,428 | $68,146 | $69,929 | $71,716 | $77,451 | $79,099 | $84,835 | $88,532 |
| 1 | $67,286 | $69,030 | $70,835 | $72,702 | $78,496 | $79,950 | $85,743 | $89,415 |
| 2 | $68,101 | $69,864 | $71,689 | $73,698 | $79,476 | $80,805 | $86,582 | $90,296 |
| 3 | $68,946 | $70,721 | $72,565 | $74,638 | $80,407 | $81,616 | $87,378 | $91,180 |
| 4 | $69,769 | $71,626 | $73,482 | $75,627 | $81,426 | $82,466 | $88,264 | $92,097 |
| 5 | $70,624 | $72,489 | $74,361 | $76,625 | $82,403 | $83,328 | $89,108 | $93,015 |
| 6 | $71,498 | $73,323 | $75,261 | $77,640 | $83,392 | $84,213 | $89,968 | $93,889 |
| 7 | $73,041 | $74,893 | $76,854 | $79,361 | $85,199 | $85,871 | $91,705 | $95,743 |
| 8 | $75,294 | $77,249 | $79,259 | $81,971 | $87,889 | $88,479 | $94,397 | $98,577 |
| 9 | | $79,688 | $81,800 | $84,609 | $90,665 | $91,116 | $97,171 | $101,499 |
| 10 | | | $84,369 | $87,385 | $93,519 | $94,704 | $100,841 | $105,306 |
| 11 | | | | $90,237 | $96,507 | $97,558 | $103,828 | $108,385 |
| 12 | | | | $93,002 | $99,574 | $100,528 | $106,895 | $111,592 |
| 13 | | | | | $102,717 | $103,597 | $110,038 | $114,874 |
| 14 | | | | | $105,875 | $106,759 | $113,404 | $118,280 |
| 15 | | | | | $108,560 | $109,442 | $116,260 | $121,264 |
| 16-19 | | | | | $110,677 | $111,559 | $118,514 | $123,620 |
| 20+ | | | | | $116,471 | $117,385 | $124,545 | $129,851 |

Note: Includes 3.7% increase effective 9/1/2024

**Exhibit G-2 - 2024-25 Principal Effectiveness Education (PEE) Salary Schedule**

| | BA | BA+15 | BA+30 | BA+45 | BA+90 | MA | MA+45 | MA+90 |
|---|---|---|---|---|---|---|---|---|
| 0 | $1,077 | $1,105 | $1,134 | $1,162 | $1,256 | $1,283 | $1,376 | $1,435 |
| 1 | $1,091 | $1,119 | $1,149 | $1,179 | $1,272 | $1,296 | $1,391 | $1,450 |
| 2 | $1,104 | $1,133 | $1,162 | $1,195 | $1,289 | $1,311 | $1,404 | $1,464 |
| 3 | $1,118 | $1,147 | $1,177 | $1,210 | $1,304 | $1,323 | $1,417 | $1,479 |
| 4 | $1,131 | $1,161 | $1,192 | $1,227 | $1,320 | $1,338 | $1,431 | $1,493 |
| 5 | $1,145 | $1,176 | $1,206 | $1,242 | $1,337 | $1,351 | $1,445 | $1,509 |
| 6 | $1,159 | $1,189 | $1,221 | $1,259 | $1,352 | $1,366 | $1,459 | $1,522 |
| 7 | $1,184 | $1,214 | $1,246 | $1,287 | $1,381 | $1,393 | $1,487 | $1,552 |
| 8 | $1,221 | $1,253 | $1,285 | $1,329 | $1,425 | $1,435 | $1,531 | $1,599 |
| 9 | | $1,292 | $1,326 | $1,372 | $1,470 | $1,478 | $1,576 | $1,646 |
| 10 | | | $1,368 | $1,417 | $1,516 | $1,536 | $1,635 | $1,708 |
| 11 | | | | $1,463 | $1,565 | $1,582 | $1,684 | $1,758 |
| 12 | | | | $1,508 | $1,615 | $1,630 | $1,734 | $1,810 |
| 13 | | | | | $1,665 | $1,680 | $1,785 | $1,862 |
| 14 | | | | | $1,717 | $1,731 | $1,839 | $1,918 |
| 15 | | | | | $1,761 | $1,774 | $1,885 | $1,966 |
| 16-19 | | | | | $1,795 | $1,810 | $1,922 | $2,005 |
| 20+ | | | | | $1,888 | $1,904 | $2,020 | $2,106 |

Note: Includes 3.7% increase effective 9/1/2024

**Exhibit G-3 - 2024-25 Professional Learning Enrichment (PLE) Salary Schedule**

| | BA | BA+15 | BA+30 | BA+45 | BA+90 | MA | MA+45 | MA+90 |
|---|---|---|---|---|---|---|---|---|
| 0 | $3,381 | $3,468 | $3,558 | $3,648 | $3,943 | $4,024 | $4,317 | $4,504 |
| 1 | $3,423 | $3,513 | $3,604 | $3,699 | $3,995 | $4,068 | $4,363 | $4,549 |
| 2 | $3,466 | $3,554 | $3,647 | $3,750 | $4,044 | $4,112 | $4,404 | $4,595 |
| 3 | $3,508 | $3,598 | $3,694 | $3,797 | $4,092 | $4,152 | $4,446 | $4,641 |
| 4 | $3,551 | $3,645 | $3,739 | $3,848 | $4,144 | $4,197 | $4,492 | $4,687 |
| 5 | $3,594 | $3,689 | $3,784 | $3,899 | $4,194 | $4,241 | $4,534 | $4,733 |
| 6 | $3,638 | $3,730 | $3,830 | $3,950 | $4,243 | $4,284 | $4,577 | $4,777 |
| 7 | $3,717 | $3,812 | $3,911 | $4,038 | $4,336 | $4,370 | $4,667 | $4,872 |
| 8 | $3,831 | $3,930 | $4,034 | $4,172 | $4,472 | $4,502 | $4,802 | $5,016 |
| 9 | | $4,054 | $4,163 | $4,305 | $4,615 | $4,636 | $4,944 | $5,166 |
| 10 | | | $4,294 | $4,446 | $4,758 | $4,819 | $5,131 | $5,358 |
| 11 | | | | $4,592 | $4,910 | $4,964 | $5,282 | $5,514 |
| 12 | | | | $4,732 | $5,067 | $5,114 | $5,438 | $5,678 |
| 13 | | | | | $5,226 | $5,271 | $5,598 | $5,846 |
| 14 | | | | | $5,387 | $5,431 | $5,772 | $6,020 |
| 15 | | | | | $5,525 | $5,570 | $5,914 | $6,171 |
| 16-19 | | | | | $5,631 | $5,677 | $6,030 | $6,289 |
| 20+ | | | | | $5,743 | $5,787 | $6,147 | $6,414 |

Note: Includes 3.7% increase effective 9/1/2024

**Exhibit G-4 - 2024-25 Per Diem Hourly Rate**

| | BA | BA+15 | BA+30 | BA+45 | BA+90 | MA | MA+45 | MA+90 |
|---|---|---|---|---|---|---|---|---|
| 0 | $47.88 | $49.12 | $50.40 | $51.69 | $55.83 | $57.01 | $61.15 | $63.81 |
| 1 | $48.50 | $49.76 | $51.06 | $52.40 | $56.58 | $57.63 | $61.80 | $64.45 |
| 2 | $49.09 | $50.36 | $51.67 | $53.12 | $57.28 | $58.24 | $62.41 | $65.08 |
| 3 | $49.70 | $50.98 | $52.30 | $53.80 | $57.96 | $58.83 | $62.98 | $65.72 |
| 4 | $50.29 | $51.63 | $52.96 | $54.51 | $58.69 | $59.44 | $63.62 | $66.38 |
| 5 | $50.91 | $52.25 | $53.60 | $55.23 | $59.39 | $60.06 | $64.29 | $67.04 |
| 6 | $51.54 | $52.85 | $54.25 | $55.96 | $60.11 | $60.70 | $64.85 | $67.67 |
| 7 | $52.65 | $53.98 | $55.40 | $57.20 | $61.41 | $61.89 | $66.10 | $69.01 |
| 8 | $54.27 | $55.68 | $57.13 | $59.08 | $63.35 | $63.77 | $68.04 | $71.05 |
| 9 | | $57.44 | $58.96 | $60.98 | $65.35 | $65.67 | $70.04 | $73.16 |
| 10 | | | $60.81 | $62.99 | $67.41 | $68.26 | $72.68 | $75.90 |
| 11 | | | | $65.04 | $69.56 | $70.32 | $74.84 | $78.12 |
| 12 | | | | $67.03 | $71.77 | $72.46 | $77.05 | $80.43 |
| 13 | | | | | $74.04 | $74.67 | $79.31 | $82.80 |
| 14 | | | | | $76.31 | $76.95 | $81.74 | $85.25 |
| 15 | | | | | $78.25 | $78.88 | $83.80 | $87.40 |
| 16-19 | | | | | $79.77 | $80.41 | $85.42 | $89.10 |
| 20+ | | | | | $83.95 | $84.61 | $89.77 | $93.59 |

**Exhibit G-5 - 2024-25 Total Salary Schedule**

| | BA | BA+15 | BA+30 | BA+45 | BA+90 | MA | MA+45 | MA+90 |
|---|---|---|---|---|---|---|---|---|
| 0 | $70,886 | $72,719 | $74,621 | $76,526 | $82,650 | $84,406 | $90,528 | $94,471 |
| 1 | $71,800 | $73,662 | $75,588 | $77,580 | $83,763 | $85,314 | $91,497 | $95,414 |
| 2 | $72,671 | $74,551 | $76,498 | $78,643 | $84,809 | $86,228 | $92,390 | $96,355 |
| 3 | $73,572 | $75,466 | $77,436 | $79,645 | $85,803 | $87,091 | $93,241 | $97,300 |
| 4 | $74,451 | $76,432 | $78,413 | $80,702 | $86,890 | $88,001 | $94,187 | $98,277 |
| 5 | $75,363 | $77,354 | $79,351 | $81,766 | $87,934 | $88,920 | $95,087 | $99,257 |
| 6 | $76,295 | $78,242 | $80,312 | $82,849 | $88,987 | $89,863 | $96,004 | $100,188 |
| 7 | $77,942 | $79,919 | $82,011 | $84,686 | $90,916 | $91,634 | $97,859 | $102,167 |
| 8 | $80,346 | $82,432 | $84,578 | $87,472 | $93,786 | $94,416 | $100,730 | $105,192 |
| 9 | | $85,034 | $87,289 | $90,286 | $96,750 | $97,230 | $103,691 | $108,311 |
| 10 | | | $90,031 | $93,248 | $99,793 | $101,059 | $107,607 | $112,372 |
| 11 | | | | $96,292 | $102,982 | $104,104 | $110,794 | $115,657 |
| 12 | | | | $99,242 | $106,256 | $107,272 | $114,067 | $119,080 |
| 13 | | | | | $109,608 | $110,548 | $117,421 | $122,582 |
| 14 | | | | | $112,979 | $113,921 | $121,015 | $126,218 |
| 15 | | | | | $115,846 | $116,786 | $124,059 | $129,401 |
| 16-19 | | | | | $118,103 | $119,046 | $126,466 | $131,914 |
| 20+ | | | | | $124,102 | $125,076 | $132,712 | $138,371 |

Note: Includes 3.7% increase effective 9/1/2024

# Exhibit H – Employee Safety Protocol

school administrator will take the following actions:

**Response and Support to Staff Member**

1. assist staff member in gaining medical attention; offer EAP services
2. unless declined by the employee, release a KEA rep to assess and support staff member's emotional well-being (or call KEA president if release is not possible)
3. contact Safety Services and determine need for law enforcement contact; inform employee of right to contact law enforcement
4. contact administrator's supervisor and report incident
5. contact Human Resources to arrange for any necessary leave; to determine need for accommodations upon return; and to inform KEA
6. contact Risk Management for assistance in completing L&I paperwork
7. document circumstances of the incident (where and when it occurred); take statements from staff member and any witnesses; photograph injuries
8. keep staff member informed of actions

**Response and Support to Student**

A. provide direct supervision of student until parents/guardians or law enforcement assume control

B. contact Student and Family Support Services and determine level of risk of student in school and discipline measures

C. contact Inclusive Education Services if student qualifies for special education

D. contact parent/guardian of student

E. follow District discipline procedures

F. before student is admitted to class, follow all steps of Section 4.5.C.6 in KEA CBA:

- "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 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 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 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.
- "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."

G. ensure staff implements safety/behavior plan as written; check-in on success of the plan on timeline defined in plan; review and revise plan as necessary to ensure success, adding additional support/interventions as needed to ensure success

**Exhibit I – Waivers**
**Exhibit I-1 – Waiver Form**

**Step 1 - Building/Site Action**

Contractual Provision Affected:

Article: Section:

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

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

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

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

Building/Site: Principal (Identify if one exists):

KEA Building Rep. (print and sign): _____

Date approved: Date effective:

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

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

Approved

Disapproved

Reasons if disapproved:

By: _____

KEA President Date

- Send copy to Building Rep and HR Office

---

**Step 3 - HR Office Action**

- o Approved
- o Disapproved

Comments or explanation of disapproval:

By: _____

KSD Human Resources Date

Send copy to KEA president and principal

## Exhibit I-2 – Waiver Process

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

A. Building Process

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

1. Initiation of the Process

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

2. Role of the KEA Building Representative/Designee

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

b. The Building Representative shall promptly forward the completed Waiver LOA to the KEA President for final Association approval, with a copy to the principal.

3. Role of the Principal

a. The principal/designee plays a participatory role in the process of consideration of a potential LOA.

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

B. KEA Processing

1. Upon receipt of a Waiver LOA form from a building, the KEA President or designee shall then review and decide approval/disapproval within fifteen (15) calendar days, unless holidays or vacation breaks necessitate a somewhat longer period.

2. In the event of approval by the Association, the form shall be forwarded to the Human Resources Office no later than ten (10) calendar days after approval.

3. In the event of disapproval, (1) the reasons shall be briefly stated on the second page of the Waiver LOA form and (2) the form shall be returned to the submitting Building Representative/designee, with a copy to the principal, within ten (10) calendar days.

C. Human Resources Office Processing

1. The final step in the process is approval (or disapproval) by the Assistant Superintendent for Human Resources or designee, a decision to be made within fifteen (15) calendar days of receipt from the KEA President, unless somewhat delayed by holidays or vacation breaks.

2. The fully completed Waiver LOA shall then be sent to the KEA President and the principal of the affected building.

3. In the event of disapproval, the reasons shall be briefly stated on the second page of the Waiver LOA form.

## Exhibit J – Performance Evaluation Forms

Exhibit J-1a – KEA/KSD Summative Comprehensive Evaluation

KENT SCHOOL DISTRICT
EQUITY | EXCELLENCE | COMMUNITY

### J1a - KEA/KSD Summative Comprehensive Evaluation

**User Information**

| | |
|---|---|
| **Name:** | **Title:** |
| **Building:** | **Department:** |
| **Grade:** | **Evaluation Type:** |
| **Assigned Administrator:** | **Evaluation Cycle:** |
| **Saved By:** | **Date Submitted:** |
| **Acknowledged By:** | **Date Acknowledged:** |
| **Finalized By:** | **Date Finalized :** |

Position Title:

Scheduled Observation 1:

Student Growth Goal Setting Meeting:

Scheduled Observation 2:

Mid-Year Progress Report Meeting:

Student Growth Goal Reflection Meeting:

Final Summative Evaluation Meeting:

Summative Rating:

Student Growth Rating:

**The Certificated employee's Final Summative Score:**

| | Unsatisfactory | Basic | Proficient | Distinguished |
|---|---|---|---|---|
| **The Certificated employee's Final Summative Score:** | | | | |

### *Indicator Scores for the Washington State 8 Criteria*

**Criteria 1 - Center instruction on high expectations for student learning**

| Criteria | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| **P1 - Learning target(s) connected to standards** | | | | |
| **P4 - Communication of learning target(s)** | | | | |
| **P5 - Success criteria** | | | | |
| **CEC 2 - Learning routines** | | | | |

**Criteria 1 - Overall Summative Rating**

| Rating | 1 | 2 | 3 | 4 |
|---|---|---|---|---|

| Criterion 1 Overall Rating | | | | |
|---|---|---|---|---|

**Criteria 2 - Demonstrating effective teaching practices**

| Criteria | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| SE1 - Learning target(s) connected to standards | | | | |
| SE4 - Opportunity and support for participation and meaning making | | | | |
| SE5 - Student talk | | | | |
| CP5 - Use of scaffolds | | | | |

**Criteria 2 - Overall Summative Rating**

| Rating | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| Criterion 2 Overall Rating | | | | |

**Criteria 3 - Recognizing individual student learning needs and developing stragegies to address those needs**

| Criteria | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| SE2 - Ownership of learning | | | | |
| SE3 - Capitalizing on students' strengths | | | | |
| CP4 - Differentiated insttruction for students | | | | |
| A4 - Teacher use of formative assessments | | | | |

**Criteria 3 - Overall Summative Rating**

| Ratin | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| Criterion 3 Overall Rating | | | | |

**Criteria 4 - Providing clear and intentional focus on subject matter content and curriculum**

| Criteria | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| P2 - Lessons connected to previous and future lessons, broader purpose and transferable skill | | | | |
| CP1 - Curriculum: Alignment of instructional materials and tasks | | | | |
| CP2 - Teacher knowledge of content | | | | |
| CP3 - Discipline-specific teaching approaches | | | | |

| | | | | |
|---|---|---|---|---|
| P3 - Design of performance task | | | | |

**Criteria 4 - Overall Summative Rating**

| Rating | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| Criterion 4 Overall Rating | | | | |

**Criteria 5 - Fostering and managing a safe, positive learning environment**

| Criteria | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| CEC1 - Classroom arrangement and resources | | | | |
| CEC3 - Use of learning time | | | | |
| CEC4 - Student status | | | | |
| CEC5 - Norms for learning | | | | |

**Criteria 5 - Overall Summative Rating**

| Rating | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| Criterion 5 Overall Rating | | | | |

**Criteria 6 - Using multiple student data elements to modify instruction and improve student learning**

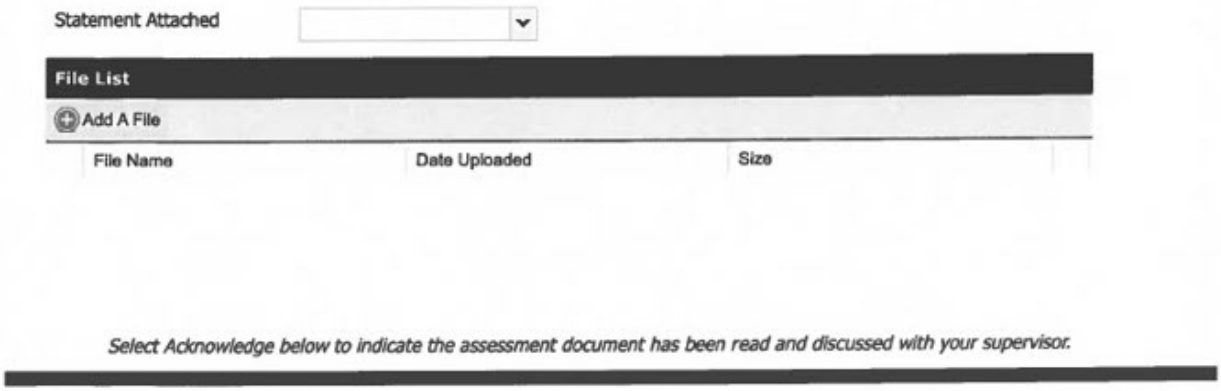
| Criteria | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| A1 - Student self-assessment | | | | |
| A2 - Student use of formative assessment over time | | | | |
| A3 - Quality of formative assessment methods | | | | |
| A5 - Collection systems for formative assessment data | | | | |

**Criteria 6 - Overall Summative Rating**

| Rating | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| Criterion 6 Overall Rating | | | | |

**Criteria 7 - Communicating and collaborating with parents and the school community**

| Criteria | 1 | 2 | 3 | 4 |
|---|---|---|---|---|
| PCC2 - Communication and collaboration with parents and guardians | | | | |
| PCC3 - Communication and collaboration within the school community about student progress | | | | |


Statement Attached
File List
Add A File
File Name
Date Uploaded
Size
Select Acknowledge below to indicate the assessment document has been read and discussed with your supervisor.

KENT SCHOOL DISTRICT
EQUITY | EXCELLENCE | COMMUNITY

# Exhibit J1b - KEA/KSD Summative Focused Evaluation

## User Information

| | |
|---|---|
| **Name:** | **Title:** |
| **Building:** | **Department:** |
| **Grade:** | **Evaluation Type:** |
| **Assigned Administrator:** | **Evaluation Cycle:** |
| **Saved By:** | **Date Submitted:** |
| **Acknowledged By:** | **Date Acknowledged:** |
| **Finalized By:** | **Date Finalized :** |

**Position Title:**

**Criteria Selection:**

**Student Growth Goal Setting Meeting:**

**Scheduled Observation 1:**

**Scheduled Observation 2:**

**Student Growth Goals Reflection Meeting:**

**Final Summative Evaluation Meeting:**

**Last Comprehensive Score:**

**The Certificated employee's Final Summative Score:**

| | Proficient | Distinguished |
|---|---|---|
| **The Certificated employee's Final Summative Score:** | | |

Statement Attached

**File List**

Add A File

| File Name | Date Uploaded | Size |
|---|---|---|

*Select Acknowledge below to indicate the assessment document has been read and discussed with your supervisor.*

# Exhibit J-2 – KEA/KSD Pre-Observation Conference Form

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

Evaluator: Conference Date:

Teacher:

Class/Subject to be Observed:

Observation Date/Class Period:

| Questions | Notes |
|---|---|
| **Criterion 1: Centering instruction on high expectations for student achievement**<br>• What is your learning target for this lesson? Why is it appropriate for this class now?<br>• What are your success criteria? | |
| **Criterion 2: Demonstrating effective teaching practices**<br>• What teaching practices will you use?<br>• What scaffolds will you use and how will you gradually release responsibility to students? | |
| **Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs**<br>• How will you differentiate instruction for individual student needs?<br>• What formative assessment data will you collect and how will you use it in this lesson? | |
| **Criterion 4: Providing clear and intentional focus on subject matter content and curriculum**<br>• What instructional approaches and materials will you use? Why are these appropriate for this lesson?<br>• What tasks will students engage in during the lesson? | |
| **Criterion 5: Fostering and managing a safe, positive learning environment**<br>• What classroom arrangements, routines, and norms will you use to create a safe, positive learning environment?<br>• How will you budget the learning time? | |
| **Criterion 6: Using multiple student data elements to modify instruction and improve student learning**<br>• How will students demonstrate their learning?<br>• How will students get feedback on their learning and how will they use that information? | |
| **Criterion 7: Communicating and collaborating with parents and the school community**<br>• Will you communicate with parents about this lesson? If so, why and how? | |
| **Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning**<br>• Does this lesson demonstrate collaborative and collegial practices? If so, in what ways? | |
| Is there anything specific you would like the evaluator to watch for and provide feedback on? | |

Exhibit J-3 – KEA/KSD Mid-Year Teacher Progress Report

KENT SCHOOL DISTRICT
EQUITY | EXCELLENCE | COMMUNITY

# J3 - Mid-Year Teacher Progress Report

**User Information**

| | |
|---|---|
| **Name:** | **Title:** |
| **Building:** | **Department:** |
| **Grade:** None | **Evaluation Type:** |
| **Assigned Administrator:** | **Evaluation Cycle:** |
| **Saved By:** | **Date Submitted:** |
| **Acknowledged By:** | **Date Acknowledged:** |
| **Finalized By:** | **Date Finalized :** |

Progress Report Date:

## Criterion 1: Expectations

**Criterion 1: Centering instruction on high expectations for student achievement.**

| Indicator | Not Observed | Unsatisfactory | Basic | Proficient | Distinguished |
|---|---|---|---|---|---|
| P1. Learning Target(s) connected to standards | | | | | |
| P4. Communicating of learning target(s) | | | | | |
| P5. Success Criteria | | | | | |
| CEC2. Learning Routines | | | | | |

## Criterion 2: Instruction

**Criterion 2: Demonstrating effective teaching practices.**

| Indicator | Not Observed | Unsatisfactory | Basic | Proficient | Distinguished |
|---|---|---|---|---|---|
| SE1. Quality of questioning | | | | | |
| SE4. Opportunity and support for participation and meaning making | | | | | |
| SE5. Student talk | | | | | |
| CP5. Use of scaffolds | | | | | |

## Criterion 3: Differentiation

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

| Indicator | Not Observed | Unsatisfactory | Basic | Proficient | Distinguished |
|---|---|---|---|---|---|
| SE2. Ownership of learning | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| SE3. Capitalizing on students' strengths | | | | | |
| CP4. Differentiated instruction for students | | | | | |
| A4. Teacher use of formative assessments | | | | | |

## Criterion 4: Content Knowledge

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

| Indicator | Not Observed | Unsatisfactory | Basic | Proficient | Distinguished |
|---|---|---|---|---|---|
| P2. Lessons connected to previous and future lessons, broader purpose and transferable skill | | | | | |
| CP1. Alignment of instructional materials and tasks | | | | | |
| CP2. Teacher knowledge of content | | | | | |
| CP3. Discipline-specific teaching approaches | | | | | |
| P3. Design of performance task | | | | | |

## Criterion 5: Learning Environment

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

| Indicator | Not Observed | Unsatisfactory | Basic | Proficient | Distinguished |
|---|---|---|---|---|---|
| CEC1. Classroom arrangement and resources | | | | | |
| CEC3. Use of learning time | | | | | |
| CEC4. Student status | | | | | |
| CEC5. Norms for learning | | | | | |

## Criterion 6: Assessment

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

| Indicator | Not Observed | Unsatisfactory | Basic | Proficient | Distinguished |
|---|---|---|---|---|---|
| A1. Student self-assessment | | | | | |
| A2. Student use of formative assessments over time | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **A3. Quality of formative assessment methods** | | | | | |
| **A5. Collection systems for formative assessment data** | | | | | |

## Criterion 7: Families & Community

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

| Indicator | Not Observed | Unsatisfactory | Basic | Proficient | Distinguished |
|---|---|---|---|---|---|
| **PCC2. Communication and collaboration with parents and guardians** | | | | | |
| **PCC3. Communication within the school community about student progress** | | | | | |

## Criterion 8: Professional Practice

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

| Indicator | Not Observed | Unsatisfactory | Basic | Proficient | Distinguished |
|---|---|---|---|---|---|
| **PCC1. Collaboration with peers and administrators to improve student learning** | | | | | |
| **PCC4. Support of school, district and state curricula, policies and initiatives** | | | | | |
| **PCC5. Ethics and advocacy** | | | | | |

Exhibit J-4 – KEA/KSD Student Growth Goal Setting

KENT SCHOOL DISTRICT
EQUITY | EXCELLENCE | COMMUNITY

# J4 - Student Growth Goal Setting

**User Information**

| | |
|---|---|
| **Name:** | **Title:** |
| **Building:** | **Department:** |
| **Grade:** | **Evaluation Type:** |
| **Assigned Administrator:** | **Evaluation Cycle:** |
| **Saved By:** N/A | **Date Submitted:** |
| **Acknowledged By:** | **Date Acknowledged:** |
| **Finalized By:** | **Date Finalized :** |

Conference Date:

This form will be used with the Washington State Criteria Student Growth Rubrics. Teachers should be prepared to discuss the topics below, but completing the form prior to the conference is optional. Requirements for Student Growth in State Criteria 3, 6 and 8 are in Exhibit J and should be considered in setting goals.

*Teachers on a Focused Evaluation only use the sections that are relevant to their selected criteria.*

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

**Student Growth 3.1 Establish Student Growth Goals**
**Recognizing individual learning needs and developing strategies to address those needs.**

*Alignment of this goal with Criterion 3 provides educators the opportunity to attend to a smaller group of individual students and to monitor progress of each and every student in this identified group.*

**Student Growth Goal 3.1:**

Student Growth 3.1

| Criteria | Unsatisfactory - 1 | Basic - 2 | Proficient - 3 | Distinguished - 4 |
|---|---|---|---|---|
| **Recognizing individual learning needs and developing strategies to address those needs goal.** | The teacher does not develop a student growth goal for a group of students within a class who are not yet reaching full learning potential.<br><br>OR<br><br>The teacher does not explain how the **knowledge of individual students** informed the goal.<br><br>The goal does not address an **essential standard** for the teacher's content and grade level.<br><br>The goal does not require students' **cognitive or emotional engagement.**<br><br>The teacher does not communicate with students' families about the goal. | The teacher develops a student growth goal for a group of students within a class who are not yet reaching full learning potential.<br><br>The teacher explains how the **knowledge of students** informed the goal for the students as a group, but not as individuals.<br><br>The goal addresses an **essential standard** for the teacher's content and grade level.<br><br>The goal requires students' **cognitive and emotional engagement.**<br><br>The teacher communicates the goal to students' families. | The teacher develops a student growth goal for a group of students, within a class, who are not yet reaching full learning potential.<br><br>The teacher explains how the **knowledge of individual students** informed the goal in specific ways.<br><br>The goal addresses an **essential standard** for the teacher's content and grade level.<br><br>The goal requires students' **cognitive and emotional engagement.**<br><br>The teacher seeks and considers, when provided, input from students' families in developing the goal. | The teacher develops a student growth goal for a group of students, within a class, who are not yet reaching full learning potential.<br><br>The teacher explains how the **knowledge of individual students** informed the goal in specific ways.<br><br>The goal addresses an **essential standard** for the teacher's content and grade level.<br><br>The goal requires students' **cognitive and emotional engagement.**<br><br>The teacher seeks and considers, when provided, input from students' families in developing the goal. |

| | | | | |
|---|---|---|---|---|
| | | | | supervisor how the goal yields opportunities for leadership or for collaboration with colleagues to advance their own or their collective professional learning. |

3.1 Score: 0

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

**6.1: Establish Student Growth Goal -**
**Using multiple student data elements to modify instruction and improve student learning.**

*Alignment of this goal with Criterion 6 provides educators the opportunity to use multiple data elements, including knowledge of students, to plan instruction and advance their learning.*

**Student Growth Goal 6.1:**

Student Growth 6.1

| Criteria | Unsatisfactory - 1 | Basic - 2 | Proficient - 3 | Distinguished - 4 |
|---|---|---|---|---|
| **Using multiple student data elements to modify instruction and improve student learning.** | The teacher does not develop a student growth goal.<br><br>OR<br><br>The teacher does not explain how the **knowledge of students** informed the goal.<br><br>The goal does not address an **essential standard** for the teacher's content and grade level.<br><br>The goal does not require students' **cognitive or emotional engagement.** | The teacher develops a student growth goal for students in one grade level or class.<br><br>The teacher uses a single data element to explain how the **knowledge of students** informed the goal.<br><br>The goal addresses an **essential standard** for the teacher's content and grade level.<br><br>The goal requires students' **cognitive and emotional engagement.** | The teacher develops a student growth goal for students in one grade level or class.<br><br>The teacher uses multiple data elements to explain how the **knowledge of students** informed the goal.<br><br>The goal addresses an **essential standard** for the teacher's content and grade level.<br><br>The goal requires students' **cognitive and emotional engagement.** | The teacher develops a student growth goal for students in one grade level or class.<br><br>The teacher uses multiple data elements to explain how the **knowledge of students** informed the goal.<br><br>The goal addresses an **essential standard** for the teacher's content and grade level.<br><br>The goal requires students' **cognitive and emotional engagement.**<br><br>The teacher explains to supervisor how the goal yields opportunities for leadership or for collaboration with colleagues to advance their own or their collective professional learning. |

6.1 Score: 0

## Criterion 8: Exhibiting collaborative and collegial practice focused on improving instructional practice and student learning

**Student Growth 8.1: Establish Student Growth Goal - Alignment of this goal with Criterion 8 provides educators the opportunity to learn together how to impact student learning and advance their knowledge and practice of teaching as a profession. Since the focus is on learning together by setting the goal, there is no rubric associated with reflecting on the progress students made. However, reflective discussion about student progress in this collaborative setting aligns with many professional educator practices and is an opportunity to further deepen the learning.**

**Student Growth Goal 8.1:**

Student Growth 8.1

| Criteria | Unsatisfactory - 1 | Basic - 2 | Proficient - 3 | Distinguished - 4 |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| **Exhibiting collaborative and collegial practice focused on improving instructional practice and student learning.** | The teacher does not collaboratively develop the student growth goal.<br><br>OR<br><br>Collaboration does not yield a goal that:<br>· Is informed by **knowledge of students**<br>· Addresses an **essential standard** for the teacher's content and grade level<br>· Require **cognitive or emotional engagement**<br><br>The teacher undermines team's ability to make and implement team decisions and/or does not follow through with team decisions regarding instruction and assessment. | The teacher collaborates with other grade, school, or district team members to develop the student growth goal.<br><br>The team uses a single data element to explain how **knowledge of students** informed the goal.<br><br>The goal addresses an **essential standard** for the teacher's content and grade level. (Goal may not necessarily be the same for all team members.)<br><br>The goal requires students' **cognitive and emotional engagement.** | The teacher collaborates with other grade, school, or district team members to develop the student growth goal.<br><br>The team uses multiple data elements to explain how **knowledge of students** informed the goal.<br><br>The goal addresses an **essential standard** for the teacher's content and grade level. (Goal may not necessarily be the same for all team members.)<br><br>The goal requires students' **cognitive and emotional engagement.**<br><br>The teacher follows through with team decisions regarding instruction and assessment. | The teacher collaborates with other grade, school, or district team members to develop the student growth goal.<br><br>The team uses multiple data elements to explain how **knowledge of students** informed the goal.<br><br>The goal addresses an **essential standard** for the teacher's content and grade level. (Goal may not necessarily be the same for all team members.)<br><br>The goal requires students' **cognitive and emotional engagement.**<br><br>The teacher follows through with team decisions regarding instruction and assessment.<br><br>The teacher helps develop other team members' capacity to be effective. |

8.1 Score: 0

## J4 - Student Growth Goal Setting: Reflections

**User Information**

| | |
|---|---|
| **Name:** | **Title:** |
| **Building:** | **Department:** |
| **Grade:** | **Evaluation Type:** |
| **Assigned Administrator:** | **Evaluation Cycle:** |
| **Saved By:** | **Date Submitted:** |
| **Acknowledged By:** | **Date Acknowledged:** |
| **Finalized By:** | **Date Finalized :** |

Conference Date:

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

Student Growth Goal 3.1

**NONE**

Student Growth Goal 3.1 Rating

*Alignment of this goal with Criterion 3 provides educators the opportunity to attend to a smaller group of individual students and to monitor progress of each and every student in this identified group.*

**Reflection:**

Student Growth 3.2

| Criteria | Unsatisfactory - 1 | Basic - 2 | Proficient - 3 | Distinguished - 4 |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| **The intention is for an educator to learn and reflect on how to adjust instruction to advance student learning.** | The teacher provides evidence of student progress on the stated learning goal from only summative assessments.<br><br>There is no evidence of **student engagement in assessment** of their own progress.<br><br>There is no evidence of opportunities for students to share **feedback on how they experienced the learning**.<br><br>The teacher does not provide evidence of reflecting on how the learning activities and instructional decisions impacted student learning progress.<br><br>The teacher does not identify the next steps for instruction OR the next steps are uninformed by information about students' progress. | The teacher provides evidence of student progress on the stated learning goal, which includes both **formative and summative assessments**.<br><br>There is limited evidence of **student engagement in assessment** of their own progress.<br><br>There is limited or no evidence of opportunities for students to share **feedback on how they experienced the learning**.<br><br>The teacher reflects with supervisor on student learning progress overall, but not for specific students. The reflection may not establish how the learning activities and instructional decisions impacted student progress.<br><br>The teacher's identified next steps for instruction are uninformed by student progress and students' experience of learning. | The teacher provides evidence of student progress on the stated learning goal, which includes both **formative and summative assessments**.<br><br>There is evidence of **student engagement in assessment** and student monitoring of their own progress.<br><br>There is evidence of opportunities for students to share **feedback on how they experienced the learning.**<br><br>The teacher reflects with supervisor on the learning progress for the individual students in this group; the reflection includes an analysis of how the learning activities and instructional decisions impacted student progress.<br><br>The teacher uses information from student progress and students' experience of learning to guide their next steps for instruction. | The teacher provides evidence of student progress on the stated learning goal, which includes both **formative and summative assessments**.<br><br>There is evidence of **student engagement in assessment** and student monitoring of their own progress.<br><br>There is evidence of opportunities for students to share **feedback on how they experienced the learning.**<br><br>The teacher reflects with supervisor on learning progress for the individual students in this group; the reflection includes an analysis of how the learning activities and instructional decisions impacted student progress.<br><br>The teacher uses information from student progress and students' experience of learning to:<br><br>• Guide their next steps for instruction, and<br>• Effect changes in instructional practice or professional learning beyond their own classroom or context. |
| **Rubric Score: 0/0** | | | | |

**3.2 Score:** 0

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

Student Growth Goal 6.1

**NONE**

Student Growth Goal 6.1 Rating

*Alignment of this goal with Criterion 6 provides educators the opportunity to use multiple data elements, including knowledge of students, to plan instruction and advance their learning.*

**Reflection:**

Student Growth 6.2

| Criteria | Unsatisfactory - 1 | Basic - 2 | Proficient - 3 | Distinguished - 4 |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| **The intention is for an educator to learn and reflect on how to adjust instruction to advance student learning.** | The teacher provides evidence of student progress on the stated learning goal from only summative assessments.<br><br>There is no evidence of **student engagement in assessment** of their own progress.<br><br>There is no evidence of opportunities for students to share **feedback on how they experienced the learning.**<br><br>The teacher does not provide evidence of taking responsibility for student learning progress.<br><br>The teacher does not identify the next steps for instruction OR the next steps are uninformed by information about students' progress. | The teacher provides evidence of student progress on the stated learning goal, which includes both **formative and summative assessments.**<br><br>There is limited evidence of **student engagement in assessment** of their own progress.<br><br>There is limited or no evidence of opportunities for students to share **feedback on how they experienced the learning.**<br><br>The teacher reflects with supervisor on student learning progress generally. The reflection may be missing an analysis of why students did or did not make progress, and/or next steps for groups of students or individuals.<br><br>The teacher's identified next steps for instruction are uninformed by student progress and students' experience of learning. | The teacher provides evidence of student progress on the stated learning goal, which includes both **formative and summative assessments.**<br><br>There is evidence of **student engagement in assessment** and student monitoring of their own progress.<br><br>There is evidence of opportunities for students to share **feedback on how they experienced the learning.**<br><br>The teacher reflects with supervisor on the learning progress for three groups of students: Students who<br>· exceeded the learning goal<br>· met or nearly met the learning goal<br>· did not yet meet the learning goal<br><br>The reflection includes analysis of why students did or did not make progress, and next steps for each group.<br><br>The teacher uses information from student progress and students' experience of learning to guide their next steps for instruction. | The teacher provides evidence of student progress on the stated learning goal, which includes both **formative and summative assessments.**<br><br>There is evidence of **student engagement in assessment** and student monitoring of their own progress.<br><br>There is evidence of opportunities for students to share **feedback on how they experienced the learning.**<br><br>The teacher reflects with supervisor on the learning progress for three groups of students: Students who<br>· exceeded the learning goal<br>· met or nearly met the learning goal<br>· did not yet meet the learning goal<br><br>The teacher uses information from student progress and students' experience of learning to:<br><br>Guide their next steps for instruction, and effect changes in instructional practice or professional learning beyond their own classroom or context. |
| **Rubric Score: 0/0** | | | | |

**6.2 Score:** 0

## Criterion 8: Exhibiting collaborative and collegial practice focused on improving instructional practice and student learning

Student Growth Goal 8.1

**NONE**

Student Growth Goal 8.1 Rating

## Summary

**Student Growth Total Score:**

## Exhibit K- 1– MOU regarding Leader Responsibilities and other Considerations

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

**Agreements related to Leader Responsibilities and other Considerations**

**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, 2025 with at least four scheduled meetings initiated by KEA.
3. Discuss and recommend a system for selecting team leaders, which provides opportunities for more participation among members (rotation, finite term, etc.).
4. Discuss and recommend role responsibilities for Elementary Grade and/or Team Leaders.
5. Discuss and recommend compensation and/or extra days using current Agreement language as a guide.
6. Provide a recommendation to both parties for consideration by March 31, 2026
7. Participation on the committee is voluntary and will incur no additional cost to the District.
8. Committee meetings will be during Early Release Wednesdays equally split between Admin and Employee directed days, and committee member will be released to participate with no adverse effects.

**Itinerant Leader**
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, 2025 with at least four scheduled meetings initiated by KEA.
3. Discuss and recommend a system for selecting team leaders, which provides opportunities for more participation among members (rotation, finite term, etc.).
4. Discuss and recommend role responsibilities for Itinerant Leaders.

5. Discuss and recommend compensation and/or extra days using current Agreement language as a guide.
6. Provide a recommendation to both parties for consideration by March 31, 2026.
7. Participation on the committee is voluntary and will incur no additional cost to the District.
8. Committee meetings will be during Early Release Wednesdays equally split between Admin and Employee directed days, and committee member will be released to participate with no adverse effects.

## Exhibit K-2 – MOU regarding Equity Leadership Advisory Committee

**Memorandum of Understanding**
**between the**
**Kent Education Association**
**and**
**Kent School District**

### JOINT STATEMENT OF BELIEF

The District and Association believe a diverse, inclusive, and culturally responsive culture of learning must be built District-wide to ensure educational equity and achieve our mission of successfully preparing all students for their future. In doing so, the District and Association are eliminating barriers to growth and opportunity for students by committing to build our collective knowledge and capacity to deliver innovative, effective, and culturally relevant instruction and services to our students and families through shared leadership and collaboration.

The District and Association recognize that leadership is a shared responsibility for reaching high quality educational outcomes for all students and disrupting institutional racism and inequity. We believe leadership is a natural function of relationships and expertise and is developed and distributed throughout the system in many forms, both formal and informal. It requires disruption of systems that harm or marginalize students and authentic collaboration, fostered, and developed through multiple perspectives. Shared leadership leads to improved teaching and learning, which directly impacts student agency and ownership. This inspires, energizes, and empowers educators to make a difference.

The parties agree that the Joint Statement of Belief above is not subject to the grievance and arbitration provisions of the parties' CBA.

Creation of Equity Leadership Advisory Committee

The committee will be co-chaired by an Association member, appointed by the KEA President and a District Representative. KEA will submit six (6) members, two from elementary, two from middle school and two from high school, not including the co-chair, to the Office of Equity, who will submit its own list of up to 6 members, not including the co-chair, to KEA, no later than six weeks after the ratification of the CBA. The co-chairs will meet, at a mutually agreeable time, with the identified members to develop and create the Equity Leadership Advisory Committee (ELAC). The first charge of the ELAC is to:

1. For the 2024-2025 school year, under the leadership of the Office of Equity, the ELAC will convene, at mutually agreeable times, to determine meeting structure, schedule, and clearly defined roles and responsibilities of committee members.
2. For the 2024-2025 school year, under the leadership of the co-chairs, the ELAC will develop and recommend a structure that is adaptive and responsive at the building level to advance educational equity for our students and to actualize Board policy 1801 and District procedure 1801P.

3. By January 31st, 2025 the advisory committee will determine a date in May 2025 for a meeting at which the goals and objectives will be presented to the Superintendent, Executive Cabinet and the KEA Executive Board, for informational purposes.

This MOU will be open for renewal/revision for the **2025-2026** school year

**Exhibit K- 3 - MOU regarding Advisory**

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

**Agreements related to Section 7.10 Secondary Advisory Program**

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

For 2024-2025, the parties agree a committee will be formed, including middle and high school staff with the following parameters:

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 can also include up to an additional eight (8) student representatives that reflect the diversity of our student population and middle and high school grades, appointed by the District with feedback from the Association. The committee will be co-chaired between the District and the Association with ~~a~~ one co-chair appointed by the KEA President and one by the Superintendent or their designee.
2. The first meeting of this committee will be no later than September 15th, 2024 and continue to meet twice a month until a proposal is finalized. The District will fund all required release time.
3. The committee will make recommendations to the decision-making bodies no later than April 1st, 2025.
4. The advisory committee will develop/recommend the following components of the advisory program:
    a. Standards/learning targets addressed within the advisory program;
    b. Scope and sequence of the course across the year;
    c. A course description for the course catalog;
    d. Platform for running the course (for example canvas);
    e. A definition of what constitutes a pass/no-credit, and how that that will be recorded for the student in order to earn .25 credits per semester;
    f. A plan for supporting Running Start students.
5. The parties agree that:
    a. The advisory course will be designed with the clear expectation that students and staff will engage collaboratively in the advisory activities.
    b. The scope and sequence will be structured to allow flexibility for schools to engage in school-specific activities, for example senior class meetings, SADD

assemblies, needs assessments and other school traditions that have been historically incorporated into advisory.

c. The advisory structure will be built around a minimum of three (3)- 45 minute sessions a month with the exception of December which will have two (2) advisory sessions and August and June which will have no more than one (1) session.
d. Educators will receive advisory lessons at least two full days prior to the advisory session, not including the day of advisory, as outlined in Section 7.9 of the CBA.
e. The committee will endeavor to limit the workload impact on educators when designing the advisory course.

6. To compensate staff for the pilot work, staff for $6^{th}$-$12^{th}$ will be able to use up to eight (8) hours of PEE for Advisory work.
7. In the 2024-2025 school year, advisory will operate under current contract language in the CBA. In the 2025-2026 school year, all secondary schools will implement the new advisory course and gather data/feedback from stakeholders on the course engagement and impact on students. At the end of the 2025-2026 school year, the advisory committee will meet to analyze the data and feedback from the schools and collaborate on changes. All schools will implement the advisory course with the modifications, if any, during the 2026-2027 school year. At the end of the 2026-2027 school year, the advisory committee will meet to reflect on the advisory work over the last two years and recommend CBA changes or updates to the respective bargaining teams for a reopening of Section 7.10 including addressing workload, compensation and time commitments or revert back to current contract language in the CBA.