

# 800117

**Agreement Between**  
**KENT SCHOOL DISTRICT**  
**and**  
**Kent Education Association**

1,524  
feathers

**September 1, 1996 - August 31, 1999**

Printed 9/97

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### PREAMBLE

This Agreement is entered into this 3rd day of May, 1996 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

#### RECOGNITION

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, Deputy 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.

The Board agrees not to negotiate with or recognize any teachers' 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 teachers.
2. Substitute certificated employees employed by the district in positions where it is anticipated or comes to pass that a member of the bargaining unit will be absent from her or his regular assignment and will be replaced in such assignment for a period in excess of twenty (20) consecutive work days.

## ARTICLE I - RECOGNITION AND DEFINITIONS

### Section 2

#### DEFINITIONS

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

The term "Agreement" shall mean this entire Collective Bargaining Agreement.

The term "Association" shall mean the Kent Education Association.

The term "Board" shall mean the Board of Directors of the Kent School District Number 415.

The term "teacher" shall refer to all employees represented by the Association in the bargaining unit as defined in Article I, Section 1.

The term "days" shall mean calendar days unless otherwise specifically defined in this Agreement.

The term "Act" shall mean the Educational Employment Relations Act, RCW 41.59.

The terms "seniority" and "seniority list" shall be as defined in Article VII, Section 8, paragraph c, sub-paragraphs 1, 2, and 3 of this Agreement.

The term "joint committee" shall mean a committee consisting of an equal number of members appointed by the Association's President and the District Superintendent.

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; and words denoting number include both the singular and plural.

## ARTICLE II - STATUS & ADMINISTRATION OF AGREEMENT

### Section 1

#### RATIFICATION AND RELATIONSHIP OF EXISTING POLICIES

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.

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

## ARTICLE II - STATUS AND ADMINISTRATION OF AGREEMENT

### Section 2

#### COMPLIANCE WITH AGREEMENT

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



## ARTICLE II - STATUS AND ADMINISTRATION OF AGREEMENT

### Section 3

#### CONFORMITY TO LAW

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 teacher or groups of teachers 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.

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.

## ARTICLE II - STATUS AND ADMINISTRATION OF AGREEMENT

### Section 4

#### DISTRIBUTION OF AGREEMENT

The district shall print and provide each teacher with one copy of this Agreement and provide the Association one hundred (100) copies of this Agreement within thirty (30) days after ratification of the Agreement.

It shall be the Association's responsibility and in-kind contribution to distribute the Agreement to all teachers. The Association also agrees to pay \$200.00 towards the cost of printing.

All teachers new to the district shall be provided a copy of the Agreement by the district upon issuance of their personal service contract.

ARTICLE II - STATUS AND ADMINISTRATION OF AGREEMENT

Section 5

EXHIBITS

The exhibits are integral parts of this Agreement and by this reference are incorporated herein.

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

#### Section 1

#### EXCLUSIVITY

Throughout this Agreement certain rights and functions are accorded and ascribed to the Association as the legal representative for all teachers 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 teachers represented by the Association. The right to participate as an organization representing teachers in grievance processing shall be an exclusive right of the Association.

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

#### Section 2

#### ACCESS

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. The representative will notify the building office of his/her visit. If the building supervisor believes the time of the visit will interfere or interrupt normal school operations, a more appropriate time will be suggested by the building supervisor.

The Association shall be the only teacher organization having the exclusive right to use district buildings without cost for meetings and to transact Association business. There will be charges for 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.

## ARTICLE III - ASSOCIATION & BOARD RIGHTS & RESPONSIBILITIES

### Section 3

#### MEMBERSHIP COMMUNICATION

The Association shall have the right to use the teacher mail boxes, and to post notices of activities and matters of Association concern on teacher bulletin boards. The district shall provide a mail box in the main office at each school labeled for outgoing KEA mail. The Association also agrees it will not seek to utilize teacher mail boxes or to post any materials which are not in the best interest of the district or its normal operation. Copies of all materials posted shall be sent to the Superintendent. The building principal shall be sent a copy of the *KEA Reporter*.

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.

In the event the postal regulations are revised to permit unions unrestricted use of internal mail distribution systems, then the district shall immediately reinstate the Association's right to unrestricted use of the district's internal mail distribution system.

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 or school centered decision-making. 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.

In order to increase the effective use of technology, to allow increased timeliness and efficiency in the management of information, and to promote a greater sense of community and labor-management collaboration between the district and association while maximizing the usage of a shared resource, the parties have agreed that the association shall be a part of the district's wide area network with the ability, consistent with the district's adopted electronic access policy, to: (1) share designated files; (2) access the Internet; and (3) create and maintain a World Wide Web server. The district shall provide the KEA president and staff with e-mail accounts (including Internet e-mail). The association shall be responsible for all telephone, equipment, hardware, software and labor costs for maintaining the association's local area network.

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

#### Section 4

#### AVAILABILITY OF INFORMATION

The Board shall provide the Association, upon its request, 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 Board agendas and minutes of all Board meetings, together with information which may be necessary for the Association to process any grievance.

The Board shall make available to the Association, upon its request, addresses of teachers, provided that the Association shall ensure that district lists are not released outside the Association.

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

#### Section 5

#### RIGHT OF CONSULTATION

The Superintendent shall meet with Association representatives periodically at mutually-arrived times to discuss matters of concern to either party.

Prior to their adoption, the Board shall provide an opportunity for input from the Association with respect to major revisions to educational programs and fiscal changes.



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

#### Section 6

#### DUES DEDUCTIONS AND REPRESENTATION FEES

The Association shall give written notice to the District Finance Office of: (a) the dollar amount of dues required of a member of the Association, which dues are to be deducted during the school year under payroll deduction, and (b) the name of the designated charitable organization. The total for these deductions 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.

The deductions authorized above shall be made in twelve (12) equal amounts from each paycheck, allowing for an adjustment following ratification of this Agreement. Teachers who commence employment after September or terminate employment before August shall have their deductions prorated at one tenth (1/10) of the total annual amount for each month the teacher is employed. The Board agrees promptly to remit directly to the Kent Education Association all monies so deducted, accompanied by a list, in duplicate, of teachers from whom the deduction has been made.

The Association agrees to reimburse any teacher from whose pay dues or representation fees were deducted, those sums in excess of the total amount due to the Association at that time, provided the Association or its affiliate actually received the excessive amount.

#### A. Membership Deductions

Within ten (10) days of their commencement of employment, teachers may sign and deliver to the Board an Assignment of Wages Form, which Form shall authorize deduction of membership dues required of a member of the Association.

In the event a certificated employee who is a member of the Association is granted a one (1) year leave of absence without pay, the authorization shall be temporarily suspended during the one (1) year period of the leave of absence and shall be reactivated at the beginning of the year following the leave of absence.

#### B. Representation Fee Deduction

In the event that any teacher employed after December 8, 1976, fails to sign and deliver an Assignment of Wages Form described herein, the Board agrees to deduct from the salary of such teacher a representation fee in the amount equal to membership dues required of a member of the Association; provided, however, that teachers who have joined the Association and paid by means other than payroll deduction, as verified by the monthly Association list, and nonmembers as of December 8, 1976, who are not willing to pay the representation fee, shall not be subject to this deduction. Representation fee deductions shall be handled and transmitted by the Finance Office in the same fashion as membership deductions as provided for in this Section.

#### C. Charitable Organization Deductions

Any teacher claiming a bona fide religious objection shall notify the Association and the Board of such objection in writing within ten (10) days of commencement of employment.

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

#### Section 6

#### DUES DEDUCTIONS AND REPRESENTATION FEES (continued)

Finding determination of any bona fide religious objection, the Board agrees to deduct from the salary of the teacher claiming such objection an amount equivalent to the Association dues required of a member of the Association; provided, however, that said monies shall not be transmitted until such time as the Board is notified that a final determination pursuant to the Act has been made. In the event that it is finally determined that the teacher does not have a bona fide religious objection, the Board agrees promptly to remit to the Association all monies being held.

In the event that a teacher has been determined to have a bona fide religious objection to the payment of a representation fee or agency shop fee, said teacher shall pay an amount of money equivalent to the regular dues and fees to a designated charitable organization as heretofore established by RCW 41.59.100. Within ten (10) days of the commencement of employment or determination of bona fide religious objection, whichever occurs later, said teacher may sign and deliver to the District Finance Office an Assignment of Wages Form, which shall authorize the deduction of an amount equal to the dues required of a member of the Association, and payment in installments as herein above provided, including any deductions made but not previously transmitted to said designated charitable organization. The Board agrees to remit to the Association each month a list of teachers on behalf of whom charitable deductions have been made.

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.

All new teachers and new guest teachers shall be required to attend a new teacher orientation prior to their first payday. New teacher orientations shall be conducted prior to the first student day of each school year and thereafter as needed during the school year. The district shall provide the association notice at least forty-eight (48) hours in advance of each new teacher orientation and provide the association within one week following each orientation a list of the new teachers who attended each new teacher orientation.

During each new teacher orientation the association shall be provided the opportunity to present the union security provisions of RCW 41.59 and the Agreement; to invite new teachers and new guest teachers to become members of the association; and to distribute and collect a signed acknowledgment of receipt of notice of the Agreement's provisions regarding union security and the packet explaining teacher or guest teacher's rights associated with the Agency Fee to those new teachers who do not elect to become members of the Association during the new teacher orientation.

## ARTICLE III - ASSOCIATION & BOARD RIGHTS & RESPONSIBILITIES

### Section 7

#### RELEASED TIME

Members of the Association may, upon written request and subject to the approval of the Superintendent or his/her designee, be granted released time. The Association will submit the names of Association members and the expected days desired to be absent for the school year, if known. All additional requests must be submitted at least five (5) working days in advance of the expected day(s) of absence.

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

In the event the Association fails to reimburse the district as required above, the district may, at its discretion, cancel this section in its entirety.

## ARTICLE III - ASSOCIATION & BOARD RIGHTS & RESPONSIBILITIES

### Section 8

#### BUILDING REPRESENTATIVES

Association building representatives shall meet with individual school principals periodically at mutually-arrived 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.

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

If the building principal and a majority of teachers in a building approve, then the Association building representative shall not be assigned nonclassroom supervision of students.

## ARTICLE III - ASSOCIATION & BOARD RIGHTS & RESPONSIBILITIES

### Section 9

#### 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 such policy or procedure as the district from time to time may determine. 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.

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

#### Section 10

#### NO STRIKE - NO LOCKOUT

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 teachers do not resume work as required by the Agreement immediately upon being so instructed, they shall be subject to discipline, including discharge.

The district would also agree that there will be no lockout of teachers represented by the Association.

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.

## ARTICLE IV - TEACHER RIGHTS

### Section 1

#### INDIVIDUAL RIGHTS

There shall be no discrimination against any teacher by reason of race, creed, color, sexual orientation, marital status, sex, disability, age, national origin or because of their membership or non-membership in employee organizations or in their exercise of other rights under Chapter 41-59 RCW.

Teachers shall be able to work in an environment free from sexual harassment.

The exercise of full rights of citizenship is guaranteed by the district for teachers. Teachers may also express themselves in the classroom in a manner which best enhances the students' right to learn. In exercising this academic freedom the teacher 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.

Free interchange of ideas leading to clearer understandings at the maturity level of pupils must be expected as a part of effective teaching. This freedom is restricted when it conflicts with basic responsibility to utilize properly the current district-authorized courses of study, district rules, or regulations. Any challenge of teachers' 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 6124, Controversial Issues, and/or Policy 6001, Instructional Materials.

The principle of academic freedom or expression for teachers shall not supersede the basic responsibilities of the teacher 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.

## ARTICLE IV - TEACHER RIGHTS

### Section 2

#### JUST CAUSE

No teacher shall be disciplined or reprimanded without just and sufficient cause. No teacher shall be subject to discrimination, intimidation, or harassment due to his/her dissent and/or differences with the administration. If a teacher objects to any disciplinary action, the teacher may use the grievance procedure including binding arbitration. The specific grounds forming the basis for disciplinary action will be made available to the teacher in writing.

The district shall follow a policy of constructive discipline which shall normally include verbal warning, reprimand, and suspension without pay with nonrenewal or discharge as a final and last resort. Any disciplinary action affecting a teacher shall be appropriate to the behavior which precipitated the action.

Constructive discipline shall not apply in cases of deficient teacher proficiency covered by Article VIII, Evaluation, or conduct which is of a serious or aggravated nature.

Prior to or at the outset of a meeting held to discuss allegations that may warrant suspension or dismissal, the teacher shall be informed of the purpose, possible outcome, and that the teacher has the right to have an association representative present at the meeting.

The nonavailability of an association representative shall not prohibit the investigatory meeting from taking place. The Association representative shall not obstruct or interfere with the interview.

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

This section and the grievance procedure, including binding arbitration, will not apply to matters regulated by law, including teacher proficiency (except for procedural matters covered under Article VIII, Evaluation), nonrenewal of contract for continuing or provisional employees, discharge or adverse effect of contract.



## ARTICLE IV - TEACHER RIGHTS

### Section 3

#### PERSONNEL FILE

One permanent personnel folder shall be maintained for each employee of the bargaining unit and may contain, but not be limited to: the original employee application, payroll authorizations, recommendations, transcripts, correspondence, pertinent data concerning the employee and evaluation reports. Employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the district and/or building. The employee may be accompanied by another person of the employee's choosing to review the personnel file.

Beginning September 1, 1987, any "Substitute Performance Report" shall become a part of the employee's personnel file.

The employee has the right to add information in explanation of materials already in the folder and may add other items relevant to his/her employment.

Any materials filed longer than five (5) years in the personnel file kept within the district and/or building shall, at the employee's request, be removed provided: 1) the materials are not required to be retained by law, or 2) the materials are not part of a formalized continuing action, or 3) that the district may keep documents regarding allegations of physical or sexual abuse or harassment for more than five (5) years if these documents are kept in a sealed file outside the district in the possession of the district's legal counsel, or 4) that the district may keep the employee's evaluation for more than five (5) years if the evaluation is kept sealed in a separate archive. Such requests shall be made in writing.

Materials may only be considered part of a formalized continuing action, if at the time of the employee's written request, the employee

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

## ARTICLE IV - TEACHER RIGHTS

### Section 4

#### TEACHER PROTECTION

The Board will continue teachers as additional named 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, Communication Disorders Specialists, physical and occupational therapists; and provided further that the district agrees to defend, indemnify, and hold the teacher harmless against any and all claims, suits, orders, or judgments brought or issued against the teacher as a result of any action taken or not taken by the teacher in the course of performing her/his job.

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

The Board of Directors will provide teachers' 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 teacher's insurance which provides the primary coverage.

## ARTICLE IV - RIGHTS AND RESPONSIBILITIES

### Section 5

#### RIGHTS, RESPONSIBILITIES AND AUTHORITY OF TEACHERS

- A. Teacher Responsibilities. Teachers shall have the following responsibilities with respect to the discipline of students:
1. Each teacher shall enforce the prescribed school district rules for student conduct.
  2. Each teacher shall comply with school district and building rules and guidelines relating to the discipline of students.
  3. Each teacher shall maintain good order and discipline of students in the teacher's classroom when students are under the teacher's supervision, and/or in the teacher's presence.
  4. Each teacher assigned to classroom duties shall keep and maintain accurate attendance records of students.
  5. Each teacher shall conduct herself or himself in a professional manner and shall avoid making any statement to any student which may be demeaning or personally offensive to any student or group of students.

B. Teacher Authority and Methods of Student Control

1. Teacher Authority:

Subject to the limitations set forth below in connection with the emergency removal and corporal punishment of students, all teachers 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 teacher's supervision. Teachers may also recommend the suspension or expulsion of students to the proper school authorities.

2. Methods of Student Control

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

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

#### ARTICLE IV - RIGHTS AND RESPONSIBILITIES

##### Section 5

#### RIGHTS, RESPONSIBILITIES AND AUTHORITY OF TEACHERS (continued)

- b. Detention. Teachers and other certificated employees shall have the authority to detain students under their supervision for up to forty (40) minutes after the regular student dismissal time. Detention will not extend beyond the time of departure of the bus upon which the student can ride unless prior arrangements have been made with the student's parents or guardian.
- c. Removal. Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day or until the principal or designee and teacher have conferred, whichever occurs first: PROVIDED, That except in emergency circumstances, the teacher shall have first attempted one or more alternative forms of corrective action; PROVIDED FURTHER, That in no event without the consent of the teacher may an excluded student be returned during the balance of that class or activity period.
- d. Emergency Removal. A student may be removed immediately from a class, subject or activity by a teacher or administrator and sent to the principal or a designated school authority, provided that the teacher or administrator has good and sufficient reason to believe that the student's presence poses an immediate and continuing danger to the student, other students, or school personnel or an immediate and continuing threat of substantial disruption of the class, subject, activity, or educational process of the student's school. The removal shall continue only until the danger or threat ceases or the principal or designated school authority acts to impose discipline, impose a short-term suspension, initiate a long-term suspension or an expulsion, or impose an emergency expulsion.

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

- e. Corporal Punishment.

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

#### Explanatory Note:

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

## ARTICLE IV - RIGHTS AND RESPONSIBILITIES

### Section 5

#### RIGHTS, RESPONSIBILITIES AND AUTHORITY OF TEACHERS (continued)

- C. Teacher Rights. Teachers shall have the following rights with respect to discipline of students.
1. Each teacher shall be entitled to appropriate assistance and support from building administrators in connection with discipline problems relating to student.
  2. Each teacher shall be advised of any complaint from an identifiable source made to the principal or other school district administrator regarding the teacher's discipline of students. The teacher shall be given the opportunity to present her/his version of the incident and to meet with the complaining party in the event that a conference with the complaining party is arranged.
  3. Each teacher may use such action as is necessary to protect herself or himself, a fellow teacher or administrator, or a student from attack, physical abuse or injury.
  4. Each teacher is entitled to an annual review of the written school district and building rules and guidelines relating to the discipline of students.
  5. Each teacher required to accept a student into class who has committed physical or verbal assault upon a teacher shall have the authority to impose emergency removal and recommend an appropriate sanction which may include suspension or expulsion upon said student for misconduct. Before any student is admitted into a class after having committed physical or verbal assault upon any teacher or if the student has a documented history of violent or threatening behavior, all receiving teachers shall be notified. At the request of the teacher(s), a plan of action for behavior improvement and specific behavior expectations shall be developed by the principal and the appropriate teacher. The principal and the teacher shall meet with the parents or guardians and the student to review and discuss the conditions of behavior improvement and behavior expectations before the student will be admitted to the class.

## ARTICLE IV - RIGHTS AND RESPONSIBILITIES

### Section 6

#### EMPLOYMENT CONTRACTS

##### A. General Conditions

1. No teacher 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 teacher is the holder of a valid certificate required by law or the State Board of Education for the position for which the teacher is employed.
2. The Board shall make with each teacher employed by it a written contract, which shall be in conformity with the laws of the state, and except as otherwise provided by law, limited to a term of not more than one year. The contract forms for regular, supplemental, and separate contracts are attached hereto as Exhibits E, F, and G. Every such contract shall be made in duplicate, one copy to be retained by the school district superintendent or secretary, and one copy to be delivered to the employee.
3. Release from contract. A teacher 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 the Human Resources Office with a copy to the teacher's immediate supervisor.
  - b. A release from contract prior to August 1 shall be granted provided a letter of resignation is submitted prior to that date.
  - c. A release from contract after August 1 shall be granted provided a satisfactory replacement can be obtained.
  - d. A release from contract shall be granted upon the teacher's request in case of illness as verified in writing by the teacher's physician.

##### B. Regular Contracts

1. Regular contracts are as follows:
  - a. Continuing contract: for regular certificated teachers employed pursuant to RCW 28A.67.070.
  - b. Provisional contract: for certificated teachers new to the district, as designated in RCW 28A.67.072.
  - c. Leave replacement contract: for certificated teachers hired to replace teachers who have been granted leave, pursuant to RCW 28A.67.900. Certificated employees may be hired on a leave replacement contract basis to replace a teacher who has been or will be on a leave of absence, either with or without pay, for a period exceeding three (3) months. Such contract will not be issued, however, unless the district holds a written statement from the teacher on leave to the effect that the teacher will not return for the balance of the leave replacement contract.

## ARTICLE IV - RIGHTS AND RESPONSIBILITIES

### Section 6

#### EMPLOYMENT CONTRACTS (continued)

2. Length of Contract. The length of the annual teacher contract shall be one hundred eighty (180) days in total.

#### C. Other Contracts

##### 1. Supplemental Contracts:

- a. There shall be a supplemental contract for Board-authorized extra-curricular and supplemental assignments pursuant to Article VI, Section 6, and Article VI, Section 7-A, and RCW 28A.67.074.
- b. Supplemental contracts for extra-curricular and supplemental assignments are for one year. A teacher with a supplemental contract will be reissued a supplemental contract for the same assignment for the ensuing school year unless:
  - (1) The teacher is no longer a member of the building staff, unless it is mutually agreeable that he/she retain the supplemental assignment;
  - (2) The duty is no longer authorized; or
  - (3) The performance of the duty was "not satisfactory," pursuant to Article X, Section 1.
- c. Should a supplemental contract not be reissued, the teacher is entitled to a written statement from the immediate supervisor stating the specific cause (s) for non-issuance of the contract.

##### 2. Separate contracts for Educational Excellence

- a. There shall be a separate contract for Board-authorized additional days/duties pursuant to Section 7, SB 3235, 1985 Laws of Washington, for:
  - (1) Additional days/duties pursuant to Article VI, Section 4-B; and
  - (2) The following specific additional days/duties, provided that employees who are offered such contracts shall, as a condition of employment, be required to accept and perform such contracts:
    - (a) teachers under regular contracts: three (3) days
    - (b) psychologists: ten (10) days in addition to (a) above
    - (c) secondary counselors: ten (10) days in addition to (a) above
    - (d) secondary librarians: ten (10) days in addition to (a) above
    - (e) elementary librarians: five (5) days in addition to (a) above
    - (f) vocational teachers: as mandated by the district's vocational program and accreditation requirements

# ARTICLE IV - RIGHTS AND RESPONSIBILITIES

## Section 6

### EMPLOYMENT CONTRACTS (continued)

- (g) department heads: based on the following formula:

No. of Class Sections	Additional Days
50 or more	8
40 - 49	6
30 - 39	4
20 - 29	3
0 - 19	2

Department heads at Kentwood High School shall be allocated additional days as secondary department head based on the formula above but using 1.1 times the total number of class sections the teacher is responsible for as department head.

- (h) Cedar Heights and Northwood Junior High Schools will be permitted to deviate from the schedule in paragraph (g) above by reducing the additional days for some department heads in order to provide additional days for seventh and eighth grade team leaders. Deviations for Cedar Heights and Northwood will be as follows:

Math	2 days
English	3 days
Social Studies	2 days
Science	2 days
7th Grade team leader	1 day
8th Grade team leader	1.5 days

This provision shall remain in effect until either party asks to renegotiate.

- (i) Kent-Meridian High will be permitted to deviate from the schedule in paragraph (g) above by reducing the additional days for some department heads in order to provide additional days for others. Deviations for Kent-Meridian will be as follows:

<u>2.6 days</u>	<u>2 days</u>
AHC Coordinator	Art
AST Coordinator	ESL
HSBS Coordinator	HFL
IBGS Coordinator	Music
Business	PE
Language Arts	Traffic Safety
Math	
Science	
Special Education	
Tech Life	
World Language	

This provision shall remain in effect until either party asks to renegotiate.



## ARTICLE IV - RIGHTS AND RESPONSIBILITIES

### Section 6

#### EMPLOYMENT CONTRACTS (continued)

- (j) kindergarten teachers: one (1) day for each kindergarten session taught by the teacher in addition to (a) above
  - (k) class coverage for secondary teachers
- b. Separate contracts for additional days/duties are for one year. A teacher with a separate contract shall have no right to be reissued a separate contract for the ensuing year.
- c. Separate contracts shall be governed by Section 7, SB 3235, 1985 Laws of Washington, and not by the provisions of this Agreement, except as specified in paragraph 2-a and -b, above, and the corresponding salary provisions of Article VI, Section 4.

#### D. Performance of Educational Services

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

## ARTICLE IV - TEACHER RIGHTS

### Section 7

#### ASSIGNMENT

Assignment is defined as a specific grade level and/or subject to be taught in a specific school building or buildings by a teacher in a particular academic year.

The Board recognizes that its obligation is the needs and interests of students. However, the board also recognizes it is desirable to consider the interests and aspirations of its teachers in the selection and assignment process as well. All teachers shall be assigned on the basis of their professional qualifications and certifications in accordance with the laws of the State of Washington and regulations of the Department of Public Instruction.

Secondary teachers will normally be assigned in their major or minor field of study. the district will not normally assign an elementary teacher with less than one year's successful experience to a K-6 regular combination class. (This excludes classes other than regular K-6, i.e., all speciality teachers and specialists.) However, in order to complete the preparation of teaching schedules, it is recognized that teachers must be assigned in order to make a matching of students' needs and request for classes with the teachers available.

Principals are encouraged to consult teachers regarding the subjects and/or grade level they would prefer to teach. Principals will review such preferences and consider them in the preparation of teaching assignments. Prior to the end of the school year, principals will make a reasonable effort to determine teacher assignments and to make the information available to teachers. If it is determined that a change in an assignment must be made, the teacher will be notified as soon thereafter as possible of his/her assignment in writing and, where applicable, the notification will include the position, building, grade level or class or subject or courses and other pertinent facts concerning the assignment.

If a change in an elementary assignment occurs during the school year, the teacher will be relieved of regular duties one (1) school day to complete the change.

Supplemental contract positions shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments shall be given to teachers under contract.

## ARTICLE IV - TEACHER RIGHTS

### Section 8

#### VACANCIES AND VOLUNTARY TRANSFERS

A vacancy shall be defined as a new position or a position not already filled by a teacher from within a building.

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

Vacancies for positions covered by this bargaining unit will be announced in district bulletins, copies of which will be mailed to the Association Office as they become known, except: (a) for a leave replacement contract position and (b) for positions where a person previously on leave replacement contract is being recommended to fill the vacancy. Prior to the summer vacation period, the district shall provide information to teachers regarding the use of the certificated job line for announcement of summer vacancies.

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

Transfer request forms shall be available to all teachers in their buildings or district office. Use of the form shall not be prejudicial to the teacher's professional standing.

As vacancies occur, a teacher may request consideration for transfer by completing a Transfer Request form and submitting it to the Personnel office within seven (7) days of the announcement of the vacancy. During the summer vacation period, the Request for Transfer form may be submitted by a teacher's designee. In the event the Principal is unavailable at the time a teacher or designee submits a Request for Transfer form during the summer vacation period, the district shall waive the requirement for the Principal's signature.

Teachers will be considered for an interview according to the certification required, and the specific requirements of the position as listed in the vacancy announcement. Teachers not meeting the minimum requirements of the vacancy shall be notified in writing by the Personnel office when an interview was not granted. Teachers meeting the minimum requirements will be notified of their interview time.

The district recognizes that its obligation is the needs and interests of students. However, the district also recognizes it is desirable to consider the interests and aspiration of its teachers 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 teacher.
2. Requirements of the position.
3. Program needs of the district and the individual school.
4. Suitability of the teacher in terms of the needs of the position, including success in previous assignments.
5. Teachers previously appointed to positions through involuntary transfer.
6. Ability and performance being equal, the teacher with the most seniority shall have his/her preference.

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## ARTICLE IV - TEACHER RIGHTS

### Section 8

#### VACANCIES AND VOLUNTARY TRANSFERS (continued)

The district will give consideration to the preference the teacher has requested but may deny transfer if, in its opinion, the transfer is not in the best interest of the district. When, after an interview, a transfer request is denied, the Human Resources Office shall notify the teacher in writing of the decision reached. All teachers whose transfer requests have been denied shall have the opportunity to discuss reasons for the denial with the principal. However, the teacher 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.

#### Transfer During a School Year

Requests for transfer being implemented during the current school year shall only be considered with approval from the teacher's immediate supervision and appropriate area manager.

If a transfer occurs during the school year, the teacher will be relieved of regular duties two (2) school days to complete the transfer.

## ARTICLE IV - TEACHER RIGHTS

### Section 9

#### INVOLUNTARY TRANSFER

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

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 teachers. The teacher with the least seniority in an elementary building, secondary department, or special program shall be involuntarily transferred unless there is an overriding program need. The district shall notify the teacher in writing when an involuntary transfer is made. In the event that there is more than one teacher being involuntarily transferred at the same time, then the teacher with the greatest seniority shall be given first choice of the positions being filled involuntarily.

For the purpose of involuntary transfer, and for that purpose only, the seniority of a teacher 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 teacher in that elementary building, secondary department, or special program and
- (2) the normal definition of seniority in the case of two teachers in this circumstance in the same elementary building, secondary department, or special program.

If an involuntary transfer occurs during the school year, the teacher will be relieved of regular duties two (2) school days to complete the involuntary transfer.

Persons involuntarily transferred shall have the first priority in filling vacancies from which they were involuntarily transferred within a two (2) year period from the time the teacher was transferred.

## ARTICLE IV - TEACHER RIGHTS

### Section 10

#### JOB SHARING

1. Definition

Job sharing shall refer to two (2) teachers sharing one (1) full-time position or to one (1) teacher filling a part-time position while also being on part-time annual leave for the balance of a full-time contract.

2. Responsibilities of an assignment by two (2) job sharers may be divided and/or allocated according to a plan designed by the job sharers with the approval of their immediate supervisor.
3. Job sharing assignments shall be filled only by teachers who have jointly agreed to work together.
4. Teachers holding job sharing assignments shall be granted the appropriate annual fractional leave which may be renewed upon mutual agreement of the teachers, immediate supervisor, and the Human Resources Office.
5. In the event a long-term replacement is required for a job sharer, the district will ask the remaining teacher if she/he would like to fill the position.



## ARTICLE IV - TEACHER RIGHTS

### Section 11

#### STAFF REALLOCATION

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 personal 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. The individual transfer may be requested by the teacher and/or the building/program administrator and shall be decided by the superintendent or his/her designee and the Association President. Employee(s) so transferred shall be notified in writing as soon as possible, but not later than June 10 of the school year. The written notification shall include the reason(s) for the staff reallocation.

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

## ARTICLE V - LEAVES

### Section 1

#### LEAVE FOR ILLNESS, INJURY AND EMERGENCIES

Each teacher under contract with the district shall be granted twelve (12) days annual leave for illness, injury and emergencies as defined herein (referred to hereafter as "sick leave").

Sick leave accumulated by a teacher 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).

Compensation for sick leave shall be the same as the compensation the person would have received had such person not taken sick leave.

The district shall administer a leave sharing program as authorized by Chapter 392-126 WAC and by District Policies and Procedures.

Any sick leave not taken shall accumulate from year to year unless the teacher 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 teacher or the teacher'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.

For any absence in excess of five (5) consecutive working days, certification must be made by a practicing physician, dentist, or other person licensed to perform customary health services that absence was due to illness, or injury, and must be renewed every ten (10) days, unless other arrangements are approved by the Human Resources Office. After an employee uses fifteen (15) days of sick leave during any one school year, the district may require certification by a practicing physician, dentist, or other person licensed to perform customary health services that any additional use of sick leave is due to illness or injury.

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.

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

## ARTICLE V - LEAVES

### Section 1

#### LEAVE FOR ILLNESS, INJURY AND EMERGENCIES (continued)

Any teacher 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 teacher shall be assigned to an equivalent position.

"Emergency: for the purposes of this Section shall be limited to a serious illness, injury or disability of the dependent child of the teacher which necessitates the presence of the teacher to care for the child or shall be limited to a serious illness, injury, or disability of the spouse of the teacher which necessitates the presence of the teacher to care for the spouse as certified in writing by the teacher's physician. A maximum of five (5) days may be used each school year for the care of mother/father, mother-in-law/father-in-law as certified in writing by a physician. The Kent School District may require the teacher to furnish evidence that no alternative to the teacher's absence is practicable."

## ARTICLE V - LEAVES

### Section 2

#### DISCRETIONARY LEAVE

1. Three (3) days of Discretionary Leave with pay per year shall be available to all teachers in situations which require absence during school hours to transact or attend to personal or legal business or family matters.
2. No more than fifteen (15) percent of staff (rounded up to the nearest whole number) will be granted leave for any given day. No leaves of this type will be granted on the days directly before or after holidays; however, discretionary leave may be used for such days for one of the following reasons, provided that, in this case only, the employee specifies one of the following reasons as the reason for absence.
  - 2.1 Legal affairs or business obligations that are of an important nature and cannot be conducted at another time.
  - 2.2 Situations created by forces of nature having significant deleterious effects upon the teacher's property, health, or family safety.
  - 2.3 Preadoptive leave.
  - 2.4 Birth of a teacher's child.
  - 2.5 Funerals not covered by bereavement leave.
  - 2.6 Noninjury accidents when teachers are enroute to work.
  - 2.7 Failure of a public transportation carrier to meet a regularly scheduled operation.
3. The procedures for obtaining such leave are as follows:
  - a. The employee must determine that the absence is absolutely necessary;
  - b. The employee must give notice for such leave, identifying it as Employee Discretionary Leave, to the principal or supervisor two (2) days in advance of taking said leave. In situations when advance notification cannot be given, the principal or supervisor shall be notified as soon as possible.
4. Such leave shall be noncumulative.
5. 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 two days in advance as outlined in item #3b of this section.
- 6.1 Discretionary Leave Incentive: A fund shall be established in September for each teacher who did not use his/her employee discretionary leave during the prior school year. The amount placed in the fund shall be equal to the then daily guest teacher rate of the prior school year times the number of unused discretionary leave days. The fund will be available to the teacher for expenditure during the current school year, provided the usual purchasing procedures for his/her building/department are followed.

or
- 6.2 An employee may exercise an option to receive remuneration for unused discretionary leave as of June 30 annually. To exercise this option the employee shall make a written notice to the payroll office before July 1 on the form provided by the district. 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 teacher 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.

## ARTICLE V - LEAVES

### Section 3

#### HEALTH LEAVE

A teacher who is unable to perform his/her duties because of health reasons may be granted a leave of absence up to one (1) year without pay.

The district may require certification by a practicing physician that the health reason is valid and may also require that the employee present written permission by his/her physician before returning to active service.

Application for such leave shall be made in writing to the Human Resources Division.

## ARTICLE V - LEAVES

### Section 4

#### MATERNITY/PARENTAL LEAVE

A maternity leave without pay shall be granted to any teacher because of medical disability due to childbearing, as verified in writing by the teacher's physician, for the period the physician verifies the teacher is disabled due to childbearing.

All or any portion of a maternity leave taken by a teacher because of a medical disability, may at the teacher's option, be charged to her available sick leave for the period the teacher's personal physician certifies in writing that the teacher is disabled due to childbearing.

A parental leave of absence without pay shall be granted to any teacher for the purpose of child rearing. The parental leave shall be for the balance of the school year, unless the child is born after April 1, in which case the leave shall be for the balance of the school year and for the following school year if so requested by the teacher.

A parental leave may be granted for adopting or receiving permanent custody of a child through the age of five (5). The leave may commence at any time during the first year after receiving *de facto* custody of said child, or prior to receiving custody if necessary in order to fulfill requirements for adoption.

Teachers shall make application for maternity or parental leave in writing to the Human Resources Division. Such request must be made at least thirty (30) days prior to the date on which such leave is requested to begin.

Early return from leave: A teacher 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 teacher and the Superintendent or designee.

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

A teacher who is pregnant may continue in active employment as late into her pregnancy as she desires, unless her immediate supervisor determines she is unable to properly perform her required duties.

## ARTICLE V - LEAVES

### Section 5

#### BEREAVEMENT LEAVE

Three (3) days Bereavement Leave may be granted for each death in the immediate family.

The immediate family shall be defined as son, daughter, father, mother, brother, sister (including in-laws and foster relationships which were of more than one year's duration) and husband, wife, grandparents and grandchildren of the employee or employee's spouse.

After all discretionary leave is exhausted, one day of bereavement leave may be granted, with the Superintendent's approval, for each death of an aunt, uncle, niece, nephew, or fiancé (e).

An additional two (2) days for bereavement purposes may be granted by the Superintendent when long distances or complicated factors are involved.

Bereavement Leave shall not be accumulative.

## ARTICLE V - LEAVES

### Section 6

#### LEAVE TO SERVE AS AN ELECTED PUBLIC OFFICEHOLDER

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



## ARTICLE V - LEAVES

### Section 7

#### JURY DUTY OR SUBPOENA LEAVE

Leaves of absence shall be granted for jury duty or when subpoenaed as a witness. Any compensation received on contracted days other than an expense allowance shall be deducted from the teacher's salary. The teacher shall notify the district when notification to serve on jury duty or as a subpoenaed witness is received.

ARTICLE V - LEAVES

Section 8

MILITARY LEAVE

The district will comply with current Federal and State statutes.

## ARTICLE V - LEAVES

### Section 9

#### EDUCATIONAL MEETINGS AND CONFERENCES LEAVE

Leaves of absence with pay and with reimbursement of certain expenses may be granted to attend educational meetings at the discretion of the Superintendent or designee, but not to exceed five (5) days. When necessary, the district shall provide guest teachers to perform the duties of teachers who have been granted leave to attend educational meetings.

## ARTICLE V - LEAVES

### Section 10

#### PRESIDENT'S LEAVE

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.

During the leave the district shall make salary payments to, and insurance contributions on behalf of, the President as if he/she were not on leave, provided that the Association shall reimburse the district in advance monthly for the salary cost of the President.

In addition, any credit for state retirement shall be granted on the basis of the rules and regulations as governed by that system.

In the event the Association fails to reimburse the district in advance as required above, the district may, at its discretion, cancel this section in its entirety.

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.

## ARTICLE V - LEAVES

### Section 11

#### ON-THE-JOB INJURY

All teachers 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 teacher and the employer in accordance with the Workers' Compensation Law.

A teacher injured while on duty with the district shall be eligible for leave with pay under Article V, Section 1, or without pay under Article V, Section 13.

An injury while on duty shall include and be limited to physical injuries sustained on or off district property to a teacher performing services required by the district in connection with the performance of a teacher's regular or supplemental contract responsibilities.

## ARTICLE V - LEAVES

### Section 12

#### OTHER LEAVES

Leaves of absence, either full-time or partial, without pay, which are in the best interest of the district may be granted to teachers 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 Article IV, Section 10, Job-Sharing.

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

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

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

## ARTICLE V - LEAVES

### Section 13

#### SHORT-TERM LEAVE WITHOUT PAY (LWOP)

**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.

**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:
  - Extraordinary opportunity for travel
  - Classes or professional training
  - Job interviews
  - Religious reasons (includes religious holiday)
  - Personal growth experience
  - Family obligation or celebration
  - Family hardships not covered by paid leaves (including illness)
2. The request for leave without pay shall be made to the employee's 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 KEA President and district representative who review LWOP request may waive the five (5) day notification without pay, and 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 the first day of school, the day before and after winter break, the day before and after spring break and the last day of school. 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 KEA President and district designee agree 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 1/180 of the employee's base contract for each day of absence. Payroll shall make the deduction using the established payroll cutoff dates.

## ARTICLE V - LEAVES

### Section 13

#### SHORT-TERM LEAVE WITHOUT PAY (LWOP) (continued)

7. All leave without pay requests shall be reviewed by the KEA President and a district designee. A joint committee of two (2) KEA and two (2) district members shall be formed for the following purposes:
  - Hearing appeals
  - Taking referrals from the KEA President and district designee
  - Reviewing the LWOP log
  - Assuring fair implementation of the guidelines

**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 physician verification, etc.



## ARTICLE V - LEAVES

### Section 14

#### LEAVE PROVISIONS

All leaves of absence for a period of one (1) year or more shall require approval of the Board of Directors.

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

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.

An employee on Maternity/Paternal Leave, or a Leave for Study shall not be denied the opportunity to be placed on the guest teacher list.

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.

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

## ARTICLE V - LEAVES

### Section 15

#### FAMILY AND MEDICAL LEAVE

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 teacher 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 teacher is entitled.

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

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.

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

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

The district may require the teacher to provide certification from teacher'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 teacher's leave, and (4) the teacher's inability to perform his/her job functions. Upon return to the work, the district may require the teacher provide certification from his/her health care provider that the teacher is able to resume work.

## ARTICLE VI - SALARIES, STIPENDS, AND BENEFITS

### Section 1

#### PROVISIONS GOVERNING TEACHERS' SALARY SCHEDULE

##### A. General Condition

Each teacher's salary for the current school year shall be determined by the teacher's placement on the KENT TEACHERS' SALARY SCHEDULE which is attached as Exhibit H. Prior to September 1 each year, parties shall reopen bargaining on Exhibit H for the ensuing school year.

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

##### C. Salary Placement

Teachers shall be placed on the Salary Schedule according to:

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

##### D. Advancement

1. No advancement on the salary schedule shall be made until the appropriate documentation (certification, degree, official transcripts, and experience verification) is registered in the Human Resources Office.
2. Any returning teacher planning on advancement for the ensuing school year must:
  - a. Have all necessary course credit or experience necessary completed on or before October 1 each year for advancement credit for that school year, and
  - b. Have appropriate documentation on file 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 teacher can produce evidence that the circumstances were beyond his/her control.
3. All new hires must have appropriate documentation of all course credit, including clock hours, and experience registered in the Human Resources Office 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 teacher can produce evidence that the absence of the documentation is beyond his/her control. Documentation received after the cutoff date will be applicable for the following school year in accordance with the terms and conditions of the applicable collective bargaining agreement.

## ARTICLE VI - SALARIES, STIPENDS, AND BENEFITS

### Section 1

#### PROVISIONS GOVERNING TEACHERS' SALARY SCHEDULE (continued)

4. Advancement shall further be in accordance with criteria established by the State Law, WAC and as further specified in the annual SPI reporting guidelines for the S-275 report.

#### E. Salary Placement Pursuant To Audit And Leap Compliance Requirements

1. Compliance - The district and association acknowledge that, pursuant to the State Auditor's 1994 finding for the 1992-93 fiscal year, the district undertook an audit of teachers' credit and experience for salary placement purposes. With preliminary findings available on November 1, 1994, the district and association have agreed that, notwithstanding the provisions of Article II, Sections 2 and 3, and Article VI, Section 1, no teacher's base salary amount for 1994-95 shall be reduced during 1994-95 based on the results of the district audit of credits and experience.

In recognition of the district's commitment to be fully in compliance for LEAP salary placement and S-275 reporting requirements, the district and association have agreed to the following transition plan to adjust and correct the salary placement for any teacher whose placement is affected by the audit and to assist those teachers in achieving correct salary placement as expeditiously as possible.

2. The following provisions shall apply to all teachers currently placed in the BA + 135 column of the 1994-95 Teachers' Salary Schedule (Exhibit H) who after November 1, 1994, were found to have less than 135 credits beyond their degree which are applicable to the Teachers' Salary Schedule.(Group I teachers).

Group I teachers may select from the following options:

- a. In exchange for not using five (5) days of effective education for 1994-95, a Group I teacher may choose to enroll and complete the City University masters program sponsored by the district and association which will be completed by September 30, 1995. The tuition for the City University Masters Program, including the emphases in curriculum and instruction, special education, and technology, will be paid directly to City University by the district. Any costs beyond the tuition amount will be borne by the teacher; or,
- b. In exchange for not using five (5) days of effective education for 1994-95, a Group I teacher may choose to enroll in an accredited masters program which will be completed by September 30, 1995. The tuition cost incurred between November 21, 1994, and September 30, 1995, will be paid by the district upon submission by the teacher of verified tuition receipts up to an amount not to exceed \$5,587; or,

## ARTICLE VI - SALARIES, STIPENDS, AND BENEFITS

### Section 1

#### PROVISIONS GOVERNING TEACHERS' SALARY SCHEDULE (continued)

- c. In exchange for not using five (5) days of effective education for 1994-95, a Group I teacher may choose to enroll in an accredited masters program which will be completed by September 30, 1996. The tuition cost incurred between November 21, 1994, and September 30, 1996, will be paid by the district upon submission by the teacher of verified tuition receipts up to an amount not to exceed \$5,587. Teachers selecting this option shall not be entitled to a separate contract pursuant to the Paragraph 5 below; or,
- d. Group I teachers not selecting one of the masters program options above will be placed at the appropriate step on the 1995-96 and 1996-97 Teachers' Salary Schedule based on their audited credits and experience. In the event this placement results in a base salary amount which is less than the teacher's 1994-95 base salary amount, the teacher will be issued a separate contract for 1995-96 and for 1996-97 for the difference between the amount of his/her current base salary and his/her 1994-95 base salary. In choosing this option, the teacher agrees to perform professional activities under separate contract in accordance with Paragraph 5 below.

A Group I teacher not selecting any of the options above will be placed at the appropriate step on the 1995-96 Teachers' Salary Schedule based on his/her audited credits and experience.

- 3. The following provisions shall apply to all teachers **not** currently placed in the BA + 135 column of the 1994-95 Teachers' Salary Schedule (Exhibit H) and who were found after October 31, 1994, to have 10 or more fewer credits beyond their degree which are applicable to the Teachers' Salary Schedule (Group II). Any teacher so affected will be placed at the appropriate step on the 1995-96 Teachers' Salary Schedule based on their audited credits and experience. In the event this placement results in a base salary amount which is less than the teacher's 1994-95 base salary amount, the teacher will be issued a separate contract for 1995-96 for the difference between the amount of his/her current base salary and his/her 1994-95 base salary. In choosing this option, the teacher agrees to perform professional activities under separate contract in accordance with Paragraph 5 below.
- 4. The following provisions shall apply to all teachers **not** currently placed in the BA + 135 column of the 1994-95 Teachers' Salary Schedule (Exhibit H) and who were found after October 31, 1994, to have less experience which is applicable to the Teachers' Salary Schedule (Group III). Any teacher so affected will be placed at the appropriate step on the 1995-96 Teachers' Salary Schedule based on their audited credits and experience. In the event this placement results in a base salary amount which is less than the teacher's 1994-95 base salary amount, the teacher will be issued a separate contract for the difference between the amount of his/her current base salary and his/her 1994-95 base salary until the teacher's experience reaches the 1994-95 experience level. In choosing this option, the teacher agrees to perform professional activities under separate contract in accordance with Paragraph 5 below.

## ARTICLE VI - SALARIES, STIPENDS, AND BENEFITS

### Section 1

#### PROVISIONS GOVERNING TEACHERS' SALARY SCHEDULE (continued)

5. Separate Contracts to Complete the Audit Transition Plan for Group I, II, and III teachers.

For 1995-96, the district will institute a professional competency and proficiency enhancement program which will assign additional responsibilities to eligible participants. A focus of the program will be on areas which support the district's Strategic Plan and site-based management. Participation in the program will be keyed to the difference between the Group I, II, and III teachers' 1994-95 base salary amount and the 1995-96 and 1996-97 (if applicable) base salary amount based upon the audit findings.

The additional responsibility for eligible participants will be assignment as site level strategic plan coordinators. Some possible activities associated with this responsibility were outlined in the attachment to the May 11, 1995 letter delivered to eligible participants. Each teacher's evaluator will be responsible for ensuring that the teacher carries out the duties expected of the added responsibility outlined in this section.

Group I, II, and III teachers will be eligible to participate in the above professional program plan under separate contract, with the total contract sum being no greater than the dollar difference specified above and not exceeding the applicable 1994-95 base salary amount.

6. The district will take the appropriate steps it deems necessary to timely notify all teachers affected by the results of the audit of their 1995-96 salary placement and the terms of each applicable separate contract.

## ARTICLE VI - SALARIES, STIPENDS, AND BENEFITS

### Section 2

#### GUEST TEACHER SALARIES AND OTHER CONDITIONS

- A. There shall be two classifications of guest teacher service.
  - 1. Regular guest teachers.
  - 2. Long-term guest teachers utilized in assignments of 20 consecutive days or more in the same assignment.
- B. The base rate of pay for guest teachers shall be as follows:
  - 1. Full day--76.7% of BA minimum per diem salary
  - 2. Half day--44.25% of BA minimum per diem salary
  - 3. In-service opportunities designated by the district for pay for guest teachers will be compensated at hourly rate of (Half day pay + 4).
  - 4. Long-term guest teacher assignments of twenty (20) days or more shall be paid in accordance with the Teacher's Salary Schedule retroactive to the first day of assignment.
  - 5. 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 teacher shall be paid in accordance with the Teachers' Salary Schedule for each day he/she worked in the position.
- C. Conditions
  - 1. An assignment of less than four (4) hours per day shall constitute a one-half day assignment. For special purposes, a guest teacher may be assigned for an additional hour. The rate of pay will be half day rate + 4. In all other situations, or if the special purpose is for more than one (1) hour, an assignment of four (4) hours per day or more shall constitute a full-day assignment.
  - 2. The work day for a guest teacher shall be the same as the work day of the regular teacher whose position the guest teacher is filling, or that portion of the regular teacher's work day for which the guest teacher is assigned.
  - 3. In the event a guest teacher called by the district reports for duty, and no assignment exists, the guest teacher may choose to remain at the building on an alternate assignment designated by a building administrator for one-half day and be paid the one-half day rate, or may choose to leave the building and receive no compensation.
  - 4. Long-term guest teachers who are replacing a teacher whose normal assignment requires travel between schools or travel within the district on school business will be compensated for mileage as per Article VI, Section 11, Travel.

## ARTICLE VI - SALARIES, STIPENDS, AND BENEFITS

### Section 2

#### GUEST TEACHER SALARIES AND OTHER CONDITIONS (continued)

5. Guest teachers who serve two one-half day assignments in the same day, which requires travel to an additional building, shall be compensated at the rate of two one-half assignments, but shall not receive travel reimbursement.
6. Secondary guest teachers who serve six straight periods without a conference period shall be compensated at the rate of two one-half day assignments.
7. The District shall conduct an optional Orientation Workshop for guest teachers at the beginning of each school year. The purpose of the workshop is to provide guest teachers an opportunity to gather and share additional information about being successful as a guest teacher beyond the information provided in the Guest Teacher Handbook. The Association and District will mutually designate some experienced guest teachers as presenters for the Workshop.
8. The district shall provide each guest teacher represented by the Association a Handbook, including copies of district rules and regulations affecting guest teachers, membership dues deduction information, a map showing building locations, a list of all school buildings, including addresses and phone numbers, application procedures, information relating to in-service opportunities, pay warrant data, and the Substitute Office phone number. Guest teachers may submit suggestions to the Human Resources Office for revisions of the Handbook.

At each building, the district shall provide the guest teacher with a folder which contains information pertinent to the guest teacher's assignment.

9. Principals who have supervised a guest teacher for ten (10) days or more will, upon request, complete a Professional Reference Form. A copy will be given to the guest teacher upon request.
10. Guest teachers who are also applicants for contracted positions in the district shall be provided, upon their request, a copy of their Applicant Tracking System summary sheet excluding the district's confidential pre-screening scores.
11. In the event an administrator submits a Substitute Teacher Evaluation Form which includes a recommendation not to send the substitute teacher to the site again or to substitute for a specific teacher again, the administrator's recommendation not be implemented unless the following conditions are satisfied:
  - a. The guest teacher is provided a copy of the Substitute Teacher Evaluation Form signed by the administrator within five days of the date the form is received by Human Resources Department.
  - b. The guest teacher is notified that he/she has five days to request a meeting to discuss the Substitute Teacher Evaluation with Human Resources Personnel 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.



## ARTICLE VI - SALARIES, STIPENDS, AND BENEFITS

### Section 2

#### GUEST TEACHER SALARIES AND OTHER CONDITIONS (continued)

##### D. Insurance Benefits

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

1. Initially the guest teacher who is eligible for insurance coverage shall make the first month's payment and a second month's deposit. By the 5th day of each month, the guest teacher employee shall submit to the district payroll office a check in the amount of the premium due.
2. In a month when the guest teacher fails to deliver payment to the payroll office, the deposit will be forwarded to the insurance carrier as payment. If the deposit is used, the payroll office shall notify the guest teacher within two weeks that the deposit was used. The guest teacher shall be solely responsible for leaving another deposit with the payroll office within two weeks to make the premium payment if it is again necessary.
3. Failure to make the required payment to the payroll office as detailed in 1 and 2 above shall serve as the guest teacher's notice to the district that the guest teacher wishes to discontinue his or her medical insurance coverage.
4. In order to identify a group of guest teachers who may participate in selected district insurance programs on a self-paid basis, in addition to those guest teachers who qualify under Article VI, Section 2, Subsection D of the Agreement between the parties, a Preferred Substitute Participation Plan ("Plan") will operate as outlined below:
  - a. Any guest teacher who worked as a guest teacher for 90 days or more in the district during the immediately preceding school year, and who remains available to work as a guest teacher in the district, may participate in the Plan by notifying the district before August 15 of his/her desire to participate in the Plan for the upcoming school year.
  - b. Any guest teacher participating in the Plan shall be eligible to join, on a self-pay basis, any of the district approved medical insurance plans or other voluntary insurance plans, subject to any conditions imposed by the district's insurance carriers. The method of payment shall be that which is outlined under Article VI, Section 2, Subsection D of the Agreement between the parties. The initial check must be received in payroll before August 15.

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

1. Each guest teacher shall accrue one day of leave for illness, injury, and emergencies as defined herein (referred to hereafter as "sick leave") for each fifteen days of guest teaching in the Kent School District. Any sick leave not used shall be accumulated from one school year to the next.

## ARTICLE VI - SALARIES, STIPENDS, AND BENEFITS

### Section 2

#### GUEST TEACHER SALARIES AND OTHER CONDITIONS (continued)

2. Guest teachers may apply sick leave only when assigned in a long-term assignment (as defined in B-3), and then only after the 20th day of that assignment. When sick leave is applicable, compensation shall be the same as the compensation the guest teacher would have received had such guest teachers not taken sick leave.
  3. For any absence in excess of five (5) consecutive working days, certification must be made by a practicing physician, dentist, or other person licensed to perform customary health services that absence was due to illness or injury, and must be renewed every ten (10) days unless other arrangements are approved by the Human Resources Office. After an employee uses fifteen (15) days of sick leave during any one school year, the district may require certification by a practicing physician, dentist, or other person licensed to perform customary health services 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 teacher which necessitates the presence of the teacher to care for the family member as certified in writing by the teacher's physician. The Kent School District may require the teacher to furnish evidence that no alternative to the teacher's absence is practicable."
  6. Guest teachers shall not be eligible for the Attendance Incentive Program.
- F. The district shall furnish the Association a listing of all guest teachers employed by the district for more than thirty (30) days in the preceding school year and who are still on the guest teacher list for the current school year. The list shall be provided to the Association by September 30 of each year. In addition, a list of long-term guest teachers shall be provided to the Association quarterly.
- G. All sections of this agreement shall apply to guest teachers except for the following:
- Article IV, Section 7 and 8
  - Article V
  - Article VI, Sections 8, 9, and 10
  - Article VII, Section 4 and 8
  - Article VIII

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## ARTICLE VI - SALARIES

### Section 4

#### EXTRA-CURRICULAR/EXTRA-DUTY PAY

##### A. Supplemental Contracts

Extra-curricular and supplemental assignments shall be provided on a supplemental contract pursuant to Article IV, Section 6-C-1, and shall be paid as follows:

1. Extra-Curricular: The amount to be paid on a supplemental contract for an individual who holds one of the following positions shall be determined by the point factors listed below. In each case, the factor for a position is to be multiplied by the base of the teachers' salary schedule.

##### HIGH SCHOOL

Annual	.095
Band	.205
Debate	.100
Dramatics	.100
Newspaper	.090
Orchestra	.150
Vocal Music	.150
Musicale	.100
Activity Coordinator	.250

##### JUNIOR HIGH SCHOOL

Band	.100
Orchestra	.075
Vocal Music	.075

##### B. Separate Contracts

1. Payment for the following district-authorized and administratively approved additional duties, which are beyond the regular contract duties, shall be provided on a separate contract pursuant to Article IV, Section 6-C-2, and compensated at each teacher's per diem, at an hourly rate of 1/180th of the annual salary, divided by 7.5 hours; provided, that any Group I, II, or III teacher who elects under Article VI, Section 1-E-5 to participate in the professional competency and proficiency enhancement program under separate contract shall be compensated at the same pay rate as the teacher received for 1994-95 for any other separate contract issued for 1995-96 and 1996-97 (if applicable) pursuant to Article IV, Section 6-C-2.

- a. Department Heads: (Department head supplemental contracts issued for the 1990-91 school year shall continue to be issued as a supplemental contract.)

The following schedule shall be used for payment of secondary department heads:

<u>No. of Class Sections in Dept.</u>	<u>Stipend</u>
50 or more	15% of base
40-49	12% of base
30-39	9% of base
20-29	6% of base
0 -19	4% of base

## ARTICLE VI - SALARIES

### Section 4

#### EXTRA-CURRICULAR/EXTRA-DUTY PAY (continued)

The procedure for payment shall be as follows:

- (1) A teacher shall be allocated a stipend as secondary department head based on the total number of class sections the teacher is responsible for as department head.
- (2) Senior high athletic department head will be placed in the 50 or more category. Junior high athletic department head will be placed in the 40-49 category.
- (3) Cedar Heights and Northwood Junior High Schools will be permitted to deviate from the schedule in paragraph (a) above by reducing some department head stipends in order to also provide stipends for seventh and eighth grade team leaders. Deviations for Cedar Heights and Northwood will be as follows:

Math	5% of base
English	5% of base
Social Studies	5% of base
Science	4% of base
7th Grade team leader	3% of base
8th Grade team leader	3% of base

This provision shall remain in effect until either party asks to renegotiate.

- (4) Kent-Meridian High School will be allowed to waive Article VI, Section 4B, 1a of the negotiated agreement to allow for department chairpersons and school-within-a-school coordinators to be compensated by stipend in the amounts indicated below.

Department/SWS	Stipend Amount
Art	\$891.00
Business	\$1,222.00
ESL	\$891.00
HFL	\$891.00
Language Arts	\$1,222.00
Math	\$1,222.00
Music	\$891.00
P.E.	\$891.00
Science	\$1,222.00
Special Education	\$1,222.00
TSE	\$891.00
Tech Life	\$1,222.00
World Language	\$1,222.00
Arts, Humanities, & Communications SWS	\$1,222.00
Applied Science & Technology SWS	\$1,222.00
Health Science & Human Services SWS	\$1,222.00
Intl. Business & Global Studies SWS	\$1,222.00

This provision shall remain in effect until either party asks to renegotiate.

## ARTICLE VI - SALARIES

### Section 4

#### EXTRA-CURRICULAR/EXTRA-DUTY PAY (continued)

(5) Department heads at Kentwood High School shall be allocated a stipend as secondary department head based on the formula in paragraph B.1.a above but using 1.1 times the total number of class sections the teacher is responsible for as department head.

- b. Student instruction: Driver training taught by teachers who were traffic safety instructors during the 1995-96 school year, summer school, special education extended year, home tutoring, Saturday sessions, smoking clinic, and those other student instructional programs designated by the district for payment under this section.
- c. Attendance at workshops approved in advance by the district for payment.
- d. Services performed in district-approved curriculum development.
- e. Services performed as district-approved elementary project leader.
- f. Services performed as support specialists for a period not to exceed twenty (20) consecutive days.

#### 2. Additional Classes:

The following standards shall be used for the purpose of defining the FTE for a secondary teacher. A secondary teacher shall be considered as 1.0 FTE if the teacher teaches five 50 to 60 minute classes per day for the entire school year. A secondary teacher shall also be considered as 1.0 FTE if the teacher teaches three 85 to 90 minute classes per day for the entire school year.

Secondary teachers who are contracted for fewer than five 50 to 60 minute classes or fewer than three 85 to 90 minute classes per day shall be given a fractional FTE which shall be prorated from these standards or a combination of these standards.

Teachers who teach during the regular course of their work day one extra class beyond a 1.0 FTE, shall be paid in the following manner: For the purpose of computing compensation, each extra 50 to 60 minute class taught per day, the teacher shall receive 1/5th of 1/180th of the teacher's regular contracted base salary. For each extra 85 to 90 minute class taught per day, the teacher shall receive 1/3rd of 1/180th of the teacher's regular contracted base salary.

- b. Elementary: Teachers who teach during the regular course of their work day one extra P.E. or music class beyond a 1.0 FTE, shall be paid in the following manner: For each extra class taught daily, the teacher shall receive 1/9th of 1/180th of the teacher's regular contracted base salary and for an extra class taught every other day, the teacher shall receive 1/18th of 1/180th of the teacher's regular contract base salary.

## ARTICLE VI - SALARIES

### Section 4

#### EXTRA-CURRICULAR/EXTRA-DUTY PAY (continued)

3. Additional Days:

Payment for additional days, pursuant to Article IV, Section 6-C-2-a.-(2), for teachers under regular contract, psychologists, secondary counselors, secondary librarians, elementary librarians, vocational teachers, and department heads shall be at each teacher's per diem, at a rate of 1/180th of the annual salary for each additional day.

4. Class Coverage:

- a. A secondary principal (or her or his designee) may assign secondary teachers who offer to cover classes during their period of preparation time to cover classes for teachers who are required to be absent from class as authorized by the building administrator. In the event no teachers volunteer to cover classes during their preparation time, then the principal may require a teacher to cover a class during their preparation time, provided, no teacher may be required to cover a class again unless every other teacher with the same preparation time has also been required to cover a class as often as the teacher who is being required to cover a class again.
- b. Employees assigned to cover classes during their preparation period will receive notice of the assignment 24 hours in advance, except in cases of emergency, and payment shall be made at each teacher's per diem, at an hourly rate of 1/180th of the annual salary 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 and class periods of 85 to 90 minutes shall be considered as 1.5 hours in length.

5. 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.

For the 1997-98 school year, the district will make available to each school/departmental program the following building-based fund for instructional program enhancement purposes. The fund will be generated on the basis of the equivalent of seven (7) days of staff time at each teacher's per diem. The time will be paid at each teacher's per diem, at an hourly rate of 1/180th of the annual salary, divided by 7.5 hours.

## ARTICLE VI - SALARIES

### Section 4

#### EXTRA-CURRICULAR/EXTRA-DUTY PAY (continued)

Days referred to in this subsection shall be divided into three categories.

- a. Optional working time, at the teacher's discretion, in activities selected by the teacher which meet any of the following qualifications: (1) Any district staff-development programs which are identified as eligible for effective education and in which the teacher meets the published prerequisites; (2) district-approved departmental or individual projects related to the Board of Directors'/ Superintendent's goals; (3) district-approved building workshops related to building goals; (4) district-approved professional growth activities related to individual/instructional/curriculum needs; and 5) professional growth activities selected by the teacher (e.g., curriculum events, open house, IEPs, student placement and recommendation). These activities must be scheduled in advance with the building or program administrator.
- b. Optional working time at the discretion of the building or program administrator in order to involve staff in implementing the district goals related to effective education. By November 1, the building or program administrator will prepare a list of options from which the teacher may select. Additional options may be added to the original list throughout the school year.
- c. Optional working time on activities at the discretion of the building/division staff using Shared Decision Making to promote (1) elements of the Strategic Plan, (2) Student Learning Improvement Grant plan and related activities, or (3) training and/or implementation of the Shared Decision-Making Model.

Seven (7) days of optional working times will be available for 1997-98: Four (4) days pursuant to paragraph a. above and two (2) days pursuant to paragraph b. above and one (1) day pursuant to paragraph c. above.

6. The parties acknowledge and strongly support the building based planning, staff development and other activities to improve student learning incorporated in the Student Learning Improvement Grants (SLIG) for 1995-96. In keeping with the spirit and intent of this legislation (RCW 28A.150.210 and RCW 28A.630.885), the parties chose to defer the decision for the use of the SLIG grant funds to each building to be decided consistent with the district's shared decision making policy.
7. Annual IEP preparation will be paid according to the formula agreed upon by the Student Support Services Advisory Committee. The district will publish the formula annually.



ARTICLE VI - SALARIES, STIPENDS AND BENEFITS

Section 5

PAYROLL DEDUCTIONS

The district shall continue the existing payroll deductions as authorized by the individual teacher.

## ARTICLE VI - SALARIES, STIPENDS AND BENEFITS

### Section 6

#### PAYMENT PROVISIONS

Payroll checks shall be issued to the teacher on the last calendar day of each month, excluding Saturday, Sunday or holidays. December payroll checks shall be distributed on the last scheduled school day preceding the winter vacation. As an option each teacher may have his/her payroll check processed through the direct-deposit program, so long as the program is cost-free to the district.

Monthly salary payments shall be as follows:

1. For teachers who commence employment at the beginning of the 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 teachers 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 teacher 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 teachers who commence employment after March 1, and are scheduled to work the remainder of the year, payment of the base contract shall be paid through June with pro-rata calculations made for partial months. Employees in this category will have the option of continuing benefits, including payment of the district contribution, if any, through July and August through triple deduction on the June warrant.
4. For teachers who are hired on a partial contract, i.e., October 7 - March 15, payroll shall make pro-rata calculation for the beginning and ending months and equal installments for the months in between. (Example: Oct., prorated; Nov. Dec., Jan., Feb., equal installments; March, final payment of all salary due.)
5. For persons employed on a separate contract who do not hold a regular contract, salary payment shall be made in prorated monthly payments with final payment held pending receipt in payroll of notification from the building principal of completion of the assignment.
6. Payment for salary earned by regular staff in extra duties (i.e., effective education, special projects, project leader, class coverage, staff trainer, home tutor) shall be in accordance with the established payroll time sheet dates. Completed time sheets must be received in payroll by the established monthly cut-off date for payment to be made on that month's warrant.

Time sheets for extra duties for the current school year must be received by payroll by the monthly cut-off date for September of the ensuing year. Payment will not be made for time sheets submitted after this established cut-off date, provided, that a written reminder is sent to all teachers on or before August 31.

## ARTICLE VI - SALARIES, STIPENDS AND BENEFITS

### Section 6

#### PAYMENT PROVISIONS (continued)

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

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.

All compensation owed to a teacher who is leaving the district shall be paid within thirty (30) days after the final day of work.

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

## ARTICLE VI - SALARIES, STIPENDS AND BENEFITS

### Section 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. A teacher, but not a group of teachers, may meet with an agent on school premises outside the teacher's work day.

ARTICLE VI - SALARIES, STIPENDS AND BENEFITS

Section 8

TRAVEL

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

Teachers shall not be required to use their own personal vehicles for transporting students on school district business.

## ARTICLE VI - SALARIES, STIPENDS AND BENEFITS

### Section 9

#### INSURANCE BENEFITS

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

New teachers desiring coverage must enroll in the medical and salary insurance programs within thirty (30) days of their employment. Regular teachers shall have the option to change or enroll in insurance programs during the open enrollment period specified by the district (normally the month of September through the second Friday of October of each year). Enrollment in the mandatory dental, group term life, and long-term disability programs are automatic.

The district contribution shall be according to the following schedule for all eligible employees and their eligible dependents. The district contribution shall first go to the premium cost of the dental plan, group term life, and long-term disability, and then to the approved health insurance (See Exhibit I), provided that:

1. An employee must work a minimum of 3.75 hours per day to be eligible to enroll in the mandatory programs, and
2. An employee must work a minimum of 3.75 hours per day to be eligible to enroll in the medical program.

The dental plan shall be equivalent to the 1993-94 plan.

The schedule shall be:

- Teachers employed prior to the 1980/81 contract (and still under employment) who have been contracted at least half-time (.5 FTE) shall be eligible to receive the full district contribution of \$326.44.
- Teachers employed since September 1, 1980, or who have had an FTE change since September 1, 1982, shall be eligible to receive a district contribution of \$326.44 per month prorated on an FTE basis. A full FTE is equal to 1350 annual hours (180 days x 7.5 hours).

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

A teacher who is on an authorized leave of absence may elect to keep in force for one year only an insurance membership that was in effect while the teacher was previously on salaried status by reimbursing the district for the premium.

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

## ARTICLE VI - SALARIES, STIPENDS AND BENEFITS

### Section 9

#### INSURANCE BENEFITS (continued)

1. For those hired after March 1, for those resigning or being terminated in the month of June, an option will be available to keep their benefits in force through the summer via a triple deduction, if authorized by the employee, in the final June warrant. The triple deduction shall also include the district contribution.
2. For those who resign, are terminated, or the contract ends prior to June 1, the benefit payments shall cease with the final pay warrant.

In addition, any unused balance of the district fringe benefit contribution as of November 1, will be prorated to the district-funded benefits listed in Exhibit I for eligible employees after deducting the amounts paid part-time employees above the FTE rate. The total amount accumulated in this manner shall then be divided equally among the number of eligible teachers and proportionately to eligible part-time teachers. Beginning with the November payroll, the district contribution for the benefits will be \$326.44 plus the November adjustment for the balance of the school year. Prior to September 1, 1998, parties shall reopen bargaining on this section to set the district's maximum contribution for the ensuing school year.

## ARTICLE VI - SALARIES, STIPENDS AND BENEFITS

### Section 10

#### TEACHER ASSISTANCE PROGRAM

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

Beginning/experienced teachers selected for the program must meet the criteria specified in the legislation (WAC 392-196), must agree to participate in the program, and must agree to attend workshops in conjunction with the program. Mentor teachers must meet the criteria specified in the legislation, must complete a written application, and must agree to attend scheduled workshops. Both mentor and beginning/experienced teachers who participate will do so on a voluntary basis. Mentor teachers shall be selected by the consensus of a committee composed of the building principal and another administrator, and two teacher representatives. The teacher representatives shall be elected by a vote of all teachers in the building. Teachers who are applicants as mentor teachers shall not serve on the selection committee. In order for the committee to make its selection of the mentor teacher, all four members of the building's selection committee must agree on the applicant selected. If all four do not agree, then no mentor teacher shall be selected for that beginning/experienced teacher. In making the selection of mentor teachers, the committee should consider the following factors:

1. Mentor and beginning/experienced teachers should be from the same building.
2. The similarity of assignment between the beginning/experienced and mentor teachers.
3. Written responses outlining why the applicant wants to serve as a mentor teacher and a statement of his or her qualifications.

The selection committee shall make its selection in accordance with the SPI guidelines and other criteria set forth by the selection committee. All applications shall be returned to the applicants.

- C. Evaluation Responsibilities

The only evaluation required of either the beginning/experienced 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/experienced teacher nor the mentor teacher shall be involved in the evaluation of another staff member. The mentor teacher shall not be evaluated on his or her performance as a mentor teacher. The Association shall be involved in any district evaluation of the Teacher Assistance Program for the SPI.



ARTICLE VI - SALARIES, STIPENDS AND BENEFITS  
Section 10  
TEACHER ASSISTANCE PROGRAM (continued)

D. Compensation for Participation

Beginning/experienced teachers and mentor teachers shall be issued separate contracts for reimbursement under this program. Each beginning/experienced teacher participating in the program shall be authorized 22.5 hours at his or her per diem rate for attendance at the required workshops. To claim payment for the authorized 22.5 hours, beginning/experienced teachers shall submit an "Extra Pay Time Sheet." Each mentor teacher participating in the program shall receive the equivalent of 29 hours at his or her per diem hourly rate or \$950, whichever is greater. The mentor teacher payment is for attendance at three required workshops and providing continuing and sustained support to the beginning/experienced teacher. Payment to mentor teachers under the program shall be divided into equal monthly payments. Beginning/experienced and mentor teacher travel expenses related to this program shall be paid by the district in accordance with the negotiated agreement.

E. Release Time

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

F. Teacher Assistance Program Waiver

The District and the Association have applied for a waiver for the Teacher Assistance Program for 1993-94 in order to expand the program to all eligible beginning teachers and other selected teachers experiencing difficulty. If approved, the 2 FTE mentor teachers will be selected by a joint committee of 4 or 6 members. All written materials resulting from the mentor process shall be kept separate from the summative permanent records. The parties will evaluate the program prior to September 1994. Teacher activities under this program are eligible for effective education payment under Article VI, Section 4, 5a(4).

## ARTICLE VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

### Section 1

#### WORK DAY

Teachers shall begin their work day thirty (30) minutes before the students' school day begins and shall continue until a minimum of thirty (30) minutes after the students' school day ends. The total length of the work day shall be a minimum of seven and one-half (7-1/2) continuous hours for all teachers. Except that, teachers at Kent-Meridian High School shall begin their work day fifteen (15) minutes before the students' school day begins and shall continue until a minimum of thirty (30) minutes after the students' school day ends. Teachers at Kentlake High School shall begin their work day fifteen (15) minutes before the students' school day begins and shall continue until a minimum of fifteen (15) minutes after the students' school day ends. Teachers at Meridian Junior High School 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 work day shall be a minimum of seven and one-half (7-1/2) continuous hours for all KM, KL and MJ teachers.

The instructional time shall be interpreted to mean the student day and shall specifically exclude the required thirty (30) minutes before and after school and the thirty (30) minutes minimum duty-free lunch period.

1. The secondary teacher's total instructional time shall not exceed two hundred ninety (290) minutes per day. All secondary teachers shall have at least one period of preparation time each instructional school day.
2. The elementary teacher's total instructional time shall not exceed two hundred ninety (290) minutes per day. All intermediate teachers shall have an average of thirty-six (36) minutes of preparation time during each instructional day. All primary teachers shall have an average of thirty (30) minutes of preparation time during each instructional day. Each block of preparation time shall be thirty (30) minutes. Each primary and intermediate teacher shall have his or her choice of an additional twenty-five (25) minutes of duty-free planning time either immediately before the start of the student day or immediately after the students are dismissed. Principals shall consult with their teachers regarding the building schedule.
3. Teachers of elementary music, elementary physical education, and all special education teachers required contact time with students shall not exceed that of classroom teachers.
4. 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. Such extra duties shall not conflict with the classroom schedule of the teacher.
5. Required faculty meetings shall not extend beyond sixty (60) minutes after the students are dismissed.
6. All teachers shall have a duty-free lunch period of not less than thirty (30) continuous minutes.

## ARTICLE VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

### Section 1

#### WORK DAY (continued)

7. Teachers may leave the school campus during their duty-free lunch period but may be required to check out.
8. Teachers who have a preparation period during a scheduled assembly will not be required to attend the assembly unless additional supervision is necessary on a temporary basis to insure the safety and appropriate behavior of students.
9. 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. For any teacher reporting after the beginning of the adjusted student day, leave without pay will be imposed in one-hour increments. For each hour, or part of an hour, that a teacher arrives after the start of the adjusted student day, an hour of pay will be deducted.
10. Kindergarten teachers shall have five (5) full days each semester for conducting parent-teacher conferences. Guest teachers will be provided for each kindergarten teacher for three (3) full days and the kindergarten students shall be dismissed for two (2) additional days for the kindergarten teacher to conduct parent-teacher conferences. In order to comply with the Basic Education Act, kindergarten students shall be provided the opportunity to participate in the conferences. Any dismissal for kindergarten roundup and/or the last day of school shall be made up through an extended learning experience(s), provided any half-time kindergarten teacher electing to participate in said extended learning experience shall be compensated for an additional half day at their per diem rate of pay.

## ARTICLE VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

### Section 2

#### WORKLOAD

The parties recognize that class size, as regards specific classes and grade levels, can have an effect upon the educational process, but that a rigid numerical limitation on class size within the district may restrict needed flexibility, and that class size must reflect the individual school needs and unique problems, provided the parties agree as follows:

The district shall use the following formulas for determining average class size in the Kent School District.

1. Actual enrollment divided by 52 in kindergarten and by 26 in grades 1 through 3 to establish classroom teacher allocation. (This will not include reading teachers, counselors, administration, librarians, educational assistants or any others who are not actually assigned to a classroom with a roster of students).
2. In grades 4 through 6, actual enrollment divided by 29 to establish classroom teacher allocation. (This will not include music or P.E. teachers or any of the others as stated in 1 above).
3. In grades 7 through 9, the total actual enrollment minus the enrollment in vocational and special education equals the basic enrollment which shall be multiplied by six and then divided by 145. (This does not include counselors, librarians, educational assistants or administrators.)
4. In grades 10 through 12, the total actual enrollment minus the enrollment in vocational (including junior ROTC), special and driver education equals the basic enrollment which shall be multiplied by six and then divided by 155. (This does not include counselors, librarians, activity coordinators, educational assistants, or administrators.)
5. Should the elementary teacher-pupil ratios within the classroom become three (3) students or more above the district average, as established above, a minimum of one (1) hour instructional assistant time per day shall be provided for each student above the district average, as established above. Should the elementary teacher-pupil ratios within a K-6, P.E. or music classroom become six (6) students above the district average, as established above, the number shall be reduced to five or less students within three weeks (21 calendar days).
6. In elementary classes consisting of more than one grade level, actual enrollment shall not be more than the established student-teacher ratio for the lower grade level.
7. For the purposes of determining elementary workload, students mainstreamed from Special Education programs will be counted according to the following:
  - a. Regular classroom: Students assigned to regular classrooms from Special Education programs for four (4) hours or more per week will be counted as full-time students in the regular classroom.

## ARTICLE VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

### Section 2

#### WORKLOAD (continued)

- b. Music, P.E: A Special Education student in the program on a regular basis will be counted as full-time student for the music or P.E. teacher.

If it becomes necessary to implement Article VII, Section 8, of this Agreement, it is understood that this section is not applicable.

#### 8. Student - Progress Reporting

- a. The building principal or other administrative authority may not change a pupil's grade except for good cause following an inquiry as to the justification for such change. Any change in a pupil's grade shall be preceded by notice to the teacher who had assigned the grade to allow an opportunity for the teacher to provide relevant information to the principal or other administrative authority. Whenever the teacher is not available for consultation, the principal or other administrative authority shall, if reasonably feasible, delay the decision concerning the grade change so that consultation with the teacher may occur.
- b. Secondary teachers shall be given at least four (4) work days following the end of the quarter to complete student-progress reports. Upon request, teachers shall provide, by the last day of each semester, a list of all students who have not successfully completed course requirements.
- c. Elementary students shall be dismissed two and one-half hours prior to the end of the regular school day for five days each semester for elementary teachers to conduct regular conferences.

Each elementary school will have a teacher workshop day in November and in March to prepare for student progress reporting. Kindergarten teachers shall be compensated for an additional half day in November and in March to prepare student progress reports for each kindergarten session taught by the teacher.

- d. If a parent requests, a conference need not be held.
- e. Telephone conferences may substitute for conferences, upon the parent's request.

#### 9. Allocation of K-3

Effective with the 1991-92 school year, each elementary school will be allocated an additional .5 FTE to assist in staffing of K-3 instructional programs. Building staff will determine the assignment based on site-specific needs in accordance with SPI K-3 allocation guidelines.

- 10. The district shall provide clerical assistance exclusively for secondary classroom teachers equivalent to one full-time secretary per secondary school. This total clerical assistance shall be assigned to each secondary school in direct proportion to its October 1 enrollment.

## ARTICLE VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

### Section 3

#### SCHOOL FACILITIES

Reasonable effort shall be made consistent with financial abilities to provide employees with properly maintained adequate facilities, heating and lighting, and health and safety standards. The district shall maintain safe working conditions.

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 nonportable classrooms for the following school year.

## ARTICLE VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

### Section 4

#### IN-SERVICE PROFESSIONAL EDUCATION

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.

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.

## ARTICLE VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

### Section 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.



## ARTICLE VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

### Section 6

#### STUDENT TEACHERS

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

In no case shall a newly employed (first year) teacher be requested to accept a student teacher or a September experience student.

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

## ARTICLE VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

### Section 7

#### NONDISCRIMINATION/AFFIRMATIVE ACTION

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 discrimination against any employee or applicant because of race, creed, color, national origin, marital status, religion, sex, age or 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.

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.

## ARTICLE VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

### Section 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 cash reserves to replace depleted revenue.
  - b. Reducing expenditure in areas of capital outlay, travel, contractual services, books and supplies and space allocations.
4. The district shall not reduce the levels of teachers 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 the district's Affirmative Action efforts in hiring, layoff, and recall.

##### B. Employment Categories. The following categories are established to ensure the qualifications of teachers assigned to retained positions:

1. Elementary teachers (K-6). (Elementary teachers shall include classroom teachers, reading specialists, music teachers, P.E. teachers, counselors and librarians.)
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, industrial arts, home economics, business education, driver education, 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: coordinators, (by field of speciality), secondary counselors, secondary librarians, special education personnel (by field of specialty), and vocational teachers (by field of specialty).

## ARTICLE VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

### Section 8

#### LAYOFF AND RECALL (continued)

4. Each teacher shall select up to four (4) categories for which he/she is qualified in order of preference. The qualifications for these categories shall be:
  - a. Have a major in that category, or
  - b. Have a minor or SPI endorsement in that category within the last six (6) years or a minor or SPI endorsement and at least .3 FTE of teaching experience in one school year, or
  - c. Have at least .8 FTE of teaching experience in one school year in the chosen category or in two years with a minimum .4 FTE experience each year.
5. All designations of qualifications by category shall be submitted in writing by individual teachers within seven (7) days after any request for such information is made by the Superintendent or his or her designee. All such written designations shall be subject to verification by the Human Resources Office and must be supported by information contained in the teacher's personnel file. In the event that the teacher's personnel record does not support the designation of qualification for any designated employment category, the teacher will be notified and given a reasonable opportunity to supplement his or her personnel record.

#### 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. 16 years but the schedule stops after 10 years.)
2. A seniority list will be established for teachers by March 15. In the event ties exist when preparing the seniority list, the employee(s) having the highest number of credits (including clock hour credits) as recorded in the Human Resources Office for salary purposes as of February 1 of the current school year shall have seniority. If ties still exist, such teacher's position on the list shall be determined by drawing lots among the teachers with tie. The Association and all teachers so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected teachers and the Association to be in attendance.

## ARTICLE VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

### Section 8

#### LAYOFF AND RECALL (continued)

3. The seniority list established under paragraph C-2 above shall be posted at each school and at the administration offices, and sent to teachers on leave and to the Association. Any teacher who wishes to challenge his or her placement on the seniority list must file a written notice with the Human Resources Department within fourteen (14) days immediately following the posting of said seniority list. Any such notice shall identify the basis for the challenge. The Human Resources Department shall review all written challenges and shall make such changes as may be supported by information contained in the teacher's personnel file. Notification to teachers filing such challenges and to all teachers affected by any changes made shall be given in writing by the Human Resources Department on or before twenty-one (21) days immediately following the initial posting of the seniority list. Any teacher 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 teacher failing to challenge his or her placement on the seniority list within the time limitations specified above shall be deemed to have waived any right to thereafter challenge such placement.
- D. 1. Procedures for staff reduction: In the event the Board of Directors 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 to conduct the educational program. Vacancies created by retirement, resignations, leaves, and discharges 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. Possession of any valid Washington State Certification which may be required for the position(s) under consideration shall be a prerequisite for retention.
  - b. Selection within employment categories. Certificated employees shall be considered for retention in available positions within the categories or specialties for which they are qualified pursuant to paragraph B above.
  - c. Within the employment categories, retention shall be on a seniority basis, the certificated employees with the greater seniority having preference.
  - d. Certificated employees who do not meet the seniority requirements for the first preference listed will be considered, on a seniority basis, for their other listed preferences, in the order listed.
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 teachers.

ARTICLE VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT  
Section 8  
LAYOFF AND RECALL (continued)

E. Transfer Due to Reduction of Staff

1. Following the implementation of staff reduction procedures pursuant to paragraph D above, each retained teacher shall be assigned to an available position within the employment category used as the basis for his/her retention.
2. In the event that it is necessary to transfer any teacher from his/her present building the following procedures shall apply:
  - a. All teachers in any building having an excess of teachers shall be advised by the Human Resources Department of the staff reductions, by employment category, to be made within such building. Teachers assigned to such building and who were retained within the excess employment category shall be given the opportunity for voluntary transfer.
  - b. In cases where insufficient voluntary transfers are obtained, teachers retained within the employment category having an excess of teachers shall be chosen for transfer by seniority, the teacher(s) with the least seniority being selected or transfer. The teacher(s) selected will be informed by the principal or program manager of the involuntary transfer and provided the opportunity to comment, but shall not be given the option to refuse such transfer.
  - c. In the event that two or more teachers within the same employment category are involuntarily displaced pursuant to paragraph E2b above, and in the event that there is more than one building in which openings exist, within such employment category, the teacher with the greater seniority shall be given his or her choice of building.
3. After displaced teachers are assigned, qualified teachers in the reemployment pool will be selected and assigned by the district for any positions which subsequently become available, utilizing the provisions of paragraph F below. After all vacant positions have been filled for the start of the school year, the Human Resources Department will work with the principal or program manager to fill additional vacancies utilizing the provisions of paragraph F below before giving consideration to requests for transfer as provided in Article IV, Section 8.
4. Every reasonable effort shall be made to insure that stipend personnel suffer no monetary loss as a result of transfer because of reduction of staff.
5. The Human Resources Department shall use its best efforts to make building assignments (at least on a tentative basis) prior to June 30, and to advise retained teachers of their building assignments for the following year.
6. 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.

ARTICLE VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT  
Section 8  
LAYOFF AND RECALL (continued)

F. Provisions for Reemployment of Laid-Off Teachers

1. All teachers laid off as a result of the implementation of this section will be placed in an reemployment pool from which they will have priority for reemployment for the next three (3) school years.
2. Recall shall be determined as follows:
  - a. Certification. Possession of any valid Washington State Certification which may be required for the position(s) under consideration shall be a prerequisite for recall.
  - b. Each teacher shall be considered for reemployment in any of the four (4) categories in which he/she is qualified pursuant to paragraph B above.
  - c. Reemployment will be made on a seniority basis, within categories.
  - d. The teacher shall have the right to refuse the first and second offer of employment. Refusing the third offer shall result in the teacher's name being placed on the bottom of the rehire list.
3. Any teacher wishing to remain in the reemployment pool for the second and third year shall notify the Human Resources Department in writing between June 1 and June 30 preceding each school year. If such notification is not received, the name of any such individual shall be dropped from the pool.
4. Teachers not reemployed before the start of each school year, upon application, shall be placed on the substitute teacher roster.
5. Any laid-off teacher shall, upon reemployment, retain full seniority rights and all other rights as if his/her employment relationship with the district had not been broken, provided, that no additional seniority credit shall be granted for the period of unemployment.

G. Employment Notification

1. All laid-off teachers shall be responsible for notifying the Human Resources Department of a telephone number through which they can be reached.
2. Laid-off teachers will be contacted by telephone to be offered reemployment and shall respond within twenty-four (24) hours following receipt of the offer.
3. Teachers may notify the Human Resources Office authorizing acceptance or rejection of an assignment on their own behalf.
4. Any laid-off teacher may assign his or her power of attorney to the Association which will then be authorized to accept or reject an assignment on his or her behalf.

ARTICLE VII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Section 8

LAYOFF AND RECALL (continued)

- H. It is recognized that certificated employees of the district holding administrative or supervisory positions and not included in the bargaining unit covered by this contract may be eligible, under applicable Board policy and administrative procedures, for retention in one or more of the employment categories identified in paragraph B above.



**Article VII, Section 9  
Certificated Calendar  
1997-98**

T	W	T	F
<b>AUGUST</b>			
25	26	27	28@ 29

@Required Workshop 8/28

<b>SEPTEMBER</b>				
(1)	2#	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
39	30			

( ) Labor Day 9/1  
# School Starts 9/2  
21 School Days

<b>OCTOBER</b>				
		1	2	3
6	7	8	9	10@
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

@Sec Required Workshop  
@Elem Planning Optional  
22 School Days

<b>NOVEMBER</b>				
3	4	5	6	7@
10	(11)	12	13	14
17	18	19	20	21
24	25	26	(27)	(28)

@Elem Required Workshop  
@Sec Planning Optional  
( ) Veterans' Day 11/11  
( ) Thanksgiving 11/27-28  
16 School Days

<b>DECEMBER</b>				
	2	3	4	5
	9	10	11	12
15	16	17	18	19
(22)	(23)	(24)	(25)	(26)
(29)	(30)	(31)		

( ) Winter Vacation  
12/22/97-1/2/98  
15 School Days

<b>JANUARY</b>				
		(1)	(2)	
5	6	7	8	9
12	13	14	15	16
(19)	20	21	22	23
26	27	28@	29	30

( ) M.L. King Day 1/19  
@Sec Required Workshop  
@Elem Planning Optional  
18 School Days

M	T	W	T	F
---	---	---	---	---

<b>FEBRUARY</b>				
2	3	4	5	6
9	10	11	12	13
(16)	(17)	(18)	(19)	(20)
23	24	25	26	27

( ) Presidents' Week Break  
2/16-2/20  
15 School Days

<b>MARCH</b>				
2	3	4	5	6@
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

@Elem Required Workshop  
@Sec Planning Optional  
21 School Days

<b>APRIL</b>				
		1	2	3
6	7	8	9	10
(13)	(14)	(15)	(16)	(17)
20	21	22	23	24
27	28	29	30	

( ) Spring Vacation  
4/13-4/17  
17 School Days

<b>MAY</b>				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
(25)	26	27	28	29

( ) Memorial Day 5/25  
20 School Days

<b>JUNE</b>				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19#
22	23	24	25	26
29	30			

#Last Day of School 6/19  
15 School Days

Elem Trimester Ends 11/6/97  
Sec Trimester Ends 11/26/97  
Elem Trimester Ends 3/5/98  
Sec Trimester Ends 3/19/98

1st Quarter Ends 11/4/97  
1st Semester Ends 1/27/98  
3rd Quarter Ends 4/9/98  
2nd Semester Ends 6/19/98

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; and the required workshop day for secondary and optional planning day for elementary shall be rescheduled for the weekday following the end of the first semester.
2. In the event of school cancellation by the district, the make-up days shall occur in June.
3. This calendar is based on 180 work days, plus 3 required workshop days. (Note: Contracts with 10 extended days shall also work June 22 - 26 and August 24 - 28, unless it is mutually agreed to substitute other dates.)

(over)

Contingent on the KEA/KSD agreement for Effective Education for 1997-98:

If a teacher is unable to attend because of illness or emergency on a planning day, or if it is decided by the administrator or building staff that it is necessary to move the planning day activity to a date other than one of the two scheduled planning days and if this results in an individual teacher not being able to participate, then the planning day for that individual teacher shall be converted into an administrator or teacher designated effective education day. If the planning day's use was decided by the building staff, then the day shall be treated as an additional effective education day to be used at the discretion of the teacher; if the planning day's use was decided by the administrator, then the day shall be treated as an additional effective education day to be used at the discretion of the building or program administrator.

## ARTICLE VIII - EVALUATION

### Section 1

#### THE EVALUATION SYSTEM

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

An evaluation of all teachers shall be completed prior to May 15 of each year.

Each employee shall be evaluated in accordance with the criteria appropriate to the employee's position as set forth in Article VIII, Section 3. Evaluations required or permitted hereunder shall be documented on the evaluation report form appropriate to the employee's position. (See Exhibits A, B and S.)

The following process shall be utilized for the evaluation of teachers:

1. Prior to the beginning of the evaluation process, the principal of each building and those other qualified individuals who will be acting as evaluators shall:
  - a. Meet with staff upon their request to review and discuss the evaluation system in order to develop mutual understanding of the evaluation system, processes, procedures and purpose.
  - b. Designate the administrative evaluator, if other than the principal. The evaluator for teachers shall be the principal or assistant principal of the building to which the teacher is assigned, or an administrative designee holding an initial or continuing principal's credential. The evaluator for teachers who spend less than one-half time in a building shall be the director in charge of that program or the superintendent's designee when mutually agreed to by the building principal, teacher and program director. In no event shall the evaluator be anyone represented by the Association pursuant to Article 1, Section 1. No member of the bargaining unit shall be designated as the official evaluator of any district employee represented by the Washington Education Association. However, any principal or designated supervisor may designate other certificated staff members to assist in the observation and provide evaluation data to the supervisor.
  - c. In addition to the evaluations required herein, principals and other designated supervisors may make evaluations at any time during the school year, which evaluations may cover individual observations or such periods of time as may be identified in the evaluation report.
  - d. The evaluation of an employee's performance shall be based upon the observation of the employee's assignment as provided in paragraph 3 below together with such other supportive evidence as may be pertinent to the adopted criteria.

ARTICLE VIII - EVALUATION  
Section 1  
THE EVALUATION SYSTEM (continued)

2. Preassessment Conference.

- a. A pre-assessment conference will be held between the appraiser and appraisee in order to mutually establish specific written objectives for the year. This conference should result in (a) the selection of specific objectives, usually two or three will be sufficient, either from the evaluative criteria in the appendix or from mutually agreed additional criteria on which evaluation will be based; and in (b) detailing the plan to achieve the objective(s) on the form provided. In the event agreement cannot be reached, the appraiser will select specific objectives, usually two or three will be sufficient. The pre-assessment conference will be held on or before November 15 of the contractual year.
- b. The selection of certain objectives for particular emphasis pursuant to the pre-assessment conference procedure shall supplement but not replace the generally applicable evaluative criteria for the employee.
- c. Additional conferences between the supervisor and the teacher may be held to monitor progress or modify objectives.

3. Observations.

Except as provided in paragraph 9 which follows, each teacher shall be observed within the instructional or supervisory setting in minimum of two (2) times per year for a total of not less than sixty (60) minutes. Each such observation shall be conducted for a period of not less than twenty (20) continuous minutes. Both required observations shall be conducted by the designated evaluator unless the teacher agrees in advance to do otherwise.

- a. Additional observations between the supervisor and the employee may be held to monitor progress or modify objectives.
- b. Following each observation, or series of observations, the principal or other evaluator shall promptly document the results. The employee shall be provided with a copy of the observation report within three (3) days after such report is prepared, but no longer than five (5) schools days following the observation.
- c. A post-observation conference will be held at the request of either the teacher or the principal.
- d. At the request of the teacher, one of the two required observations listed above will be pre-arranged with the teacher to occur within a range of fourteen (14) days.
- e. All employees newly employed by the school district shall be observed for the purposes of evaluation at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of their employment.

ARTICLE VIII - EVALUATION  
Section 1  
THE EVALUATION SYSTEM (continued)

4. Ratings of "not satisfactory."
  - a. A teacher shall be notified by the evaluator within a reasonable time after it becomes apparent that he/she is not performing satisfactorily on one or more of the evaluative criteria. In connection with such notification, a meeting shall be held between the evaluator and the teacher to discuss the deficient rating. At this meeting the evaluator shall give specific comments based on documented classroom observation and/or other supportive evidence to justify such rating. A mutually agreeable written plan for improvement is the desired outcome of this meeting, but if agreement cannot be reached, the evaluator shall present to the teacher a written plan for improvement which clearly states what the teacher is expected to do and what assistance he/she can expect from district personnel, i.e., administrators, coordinators, peers. No employee shall receive a mark of "not satisfactory" on an annual evaluation unless he/she has been notified of the deficiency and has had at least six (6) weeks to demonstrate improvement, provided that this requirement shall not apply to an employee who has been discharged.
5. In the event that either the employee or the supervisor feels that communication in a conference held pursuant to this paragraph would be enhanced by the presence of a third person, a mutually agreeable third party may be invited to attend. This provision shall not be used to delay or postpone conferences.
6. Either a Short Form Performance Evaluation (Exhibit S) or a composite Performance Appraisal Form (Exhibit A and B), reflecting those Performance Appraisal Observation Forms completed in the observation process shall be discussed by the evaluator with the evaluatee on or before May 15 except that, (1) for employees working under a written plan of improvement, as per 4 (a) above, such conferences shall be held on or before ten (10) school days prior to the last day of school, provided that no later than April 1 an employee shall be notified if the May 15 evaluation date is to be extended, (2) for employees in the bargaining unit holding administrative point factors, such conferences shall be held on or before June 20, and (3) for employees who received written notice of probable discharge, The composite performance appraisal form shall be completed within ten (10) days after the final decision.

The conference shall be held to:

- a. Complete the comments and summary statements on the final Performance Appraisal Form or Short Form Performance Evaluation.

## ARTICLE VIII - EVALUATION

### Section 1

#### THE EVALUATION SYSTEM (continued)

- b. Discuss the evaluation report. Upon completion and discussion of the Short Form Performance Evaluation or the composite Performance Appraisal Form, the evaluatee shall sign such form only to indicate his/her awareness of the comments and summary statement recorded thereon, but such signature shall not necessarily be interpreted to mean agreement with the comments and/or summary statements. A copy of the annual evaluation report shall be given to each employee within three (3) days of the conference. In the event the evaluatee disagrees with or questions any results of the formal evaluation procedure or disagree with any statement contained in the Performance Appraisal Form, that teacher may, within fifteen (15) days after the delivery of the formal evaluation form to the teacher, write a detailed statement concerning the points of disagreement with such evaluation that shall be placed in his/her personnel file.
- c. The appropriate division manager will review any attachments to the evaluation form.

#### 7. Transfers and/or Resignations.

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

#### 8. 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 supervisors.

#### 9. Short Form Evaluations.

After a teacher has received four years of satisfactory evaluations, the district may use a short form of evaluation. The short form of evaluation shall include either a thirty (30) minute observation with a written observation report or a final written evaluation based on two observation periods totaling at least sixty (60) minutes without a written observation report of such observations being prepared. The short form evaluation process shall not be used as a basis for determining that a teacher's work is unsatisfactory nor as probable cause for nonrenewal of a teacher's contract under RCW 28A.67.070.

The regular evaluation process, set forth in paragraphs 1-8, shall be followed at least once every three years or upon the written request of the employee or the evaluator on or before the date of their pre-assessment conference in any given school year.

## ARTICLE VIII - EVALUATION

### Section 1

#### THE EVALUATION SYSTEM (continued)

10. Pursuant to WAC 392-191-075, the parties agree to establish a professional growth committee. The professional growth committee shall consist of ten members. Association member selection shall fulfill the requirements of WAC 392-191-075 (1) and (2). District member selection shall fulfill the requirements of WAC 392-191-075 (3) and (4). Members shall be appointed on or before November 1.
11. Professional Growth Program
  - a. The purpose of the Professional Growth Program is to encourage innovative instruction, methods and strategies. The parties agree that the Professional Growth Program Committee shall continue as a joint standing committee, pursuant to WAC 392-191-075 (1)-(4), for the purpose of reviewing and monitoring the Professional Growth Program. The Professional Growth Program Committee shall provide assistance to teachers and administrative evaluators in identifying resources, outlining program requirements, and developing appropriate professional growth program options as needed.
  - b. After four years of satisfactory evaluations, two years of which are within the district, the teacher is eligible to be evaluated on the short form. Eligible teachers shall then be evaluated on a cycle of two years on the short form and one year on the long form. Teachers shall be notified in writing of their placement in the evaluation cycle by their evaluator before or during the pre-assessment conference.
  - c. Teachers may also choose to participate in the Professional Growth Program plan in any year and shall be eligible to receive additional resources for such professional growth plans. Allocation of these resources shall be determined at the building level.
  - d. While on the short form evaluation cycle, any instructional techniques, strategies and materials developed or utilized by teachers as part of their professional growth plan shall not become part of the personnel file and shall not be used by the District in its formal evaluation of the teacher. While on the long form evaluation, any instructional techniques, strategies and materials developed or utilized by teachers as part of their professional growth plan may be included in the personnel file and used in the District's evaluation. The teacher may elect to discontinue the professional growth program option at any time.
  - e. During the two year short form evaluation process, the administrative evaluator and/or teacher may return the teacher to the long form evaluation during the pre-assessment conference. The administrative evaluator shall provide written reasons for such determination. If during the year after the pre-assessment conference, a teacher is removed from the short form, the administrative evaluator shall provide written reasons for this action. If the teacher is not returned to the short form the following year, the teacher shall be placed on a plan of improvement.

ARTICLE VIII - EVALUATION  
Section 1  
THE EVALUATION SYSTEM (continued)

- f. If the teacher disputes the reasons for being removed from the short form evaluation after the pre-assessment conference, the dispute shall first be submitted to the Superintendent or designee, who shall reply in writing within five (5) days from submission upholding or setting aside the reasons for returning the teacher to the long form evaluation. If no agreement is reached, the parties agree to select a mutually agreeable third party for dispute resolution, with a final and binding decision rendered within ten (10) days of submission to such third party. Selection of a mutually agreeable third party may include, without limitation, District personnel, out of District personnel, or selection of an arbitrator from the American Arbitration Association. Nothing in this section shall preclude the parties from utilizing the grievance mediation procedures of Article IX, Section 2D on an expedited schedule. Costs shall be borne according to Article IX, Section 2.
- g. The designated administrative evaluator may also place a teacher on the long form evaluation in the following circumstances:
  - i. Opening of a new building;
  - ii. Transfer of a teacher eligible for the short form;
  - iii. Complete change in the administrators of a building;
  - iv. Mutual agreement between the evaluator and the teacher.

In these cases, the decision to place teachers on the long form evaluation shall not be eligible for binding third party dispute resolution.



## ARTICLE VIII - EVALUATION

### Section 2

#### PROBATION

1. Supervisors' Report. In the event that a principal or other supervisor determines on the basis on the evaluation criteria that the performance of a teacher under his or her supervision is unsatisfactory, the supervisor shall report the same in writing to the Superintendent on or before January 20. The report shall include the following:
  - a. The evaluation report made on or before January 15.
  - b. A recommended specific and reasonable program designed to assist the teacher in improving his/her performance.
2. Establishment of Probationary Period. If the Superintendent concurs with the supervisor's judgement that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status beginning on or before February 1 and ending on May 1. On or before February 1, the teacher shall be given written notice of the action of the Superintendent, which notice shall contain the following information:
  - a. Specific areas of performance deficiencies;
  - b. A suggested specific and reasonable program for improvement;
  - c. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his or her area or areas of deficiency.
3. Evaluation During the Probationary Period.
  - a. At or about the time of the delivery of a probationary letter, the principal or other supervisor shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken. When appropriate in the judgment of the supervisor, the supervisor may authorize one additional certificated employee, preferably mutually agreed upon, to observe the probationer and to aid the teacher in improving his/her areas of deficiency.
  - b. During the probationary period the principal, supervisor or other evaluator shall observe and meet with the probationary teacher at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the teacher. The teacher shall be provided with a copy of the observation report within three (3) days after such report is prepared, but no longer than five (5) days following each meeting.
  - c. The probationary teacher may be removed from the probation at any time if he/she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his/her notice of probation.
  - d. A teacher on probation shall have the right to have present a representative of the Association to advise him/her at all meetings, if such teacher so desires.

ARTICLE VIII - EVALUATION  
Section 2  
PROBATION (continued)

- e. In the case of teachers being placed on probationary status, the complete evaluation process shall be finalized by May 15.
- 4. Supervisor's Post-Probation Report. Unless the probationary teacher has previously been removed from probation, the principal or other supervisor shall submit a written report to the Superintendent at the end of the probationary period, which report shall identify whether the performance of the probationary teacher has improved, and which shall set forth one of the following recommendations for further action:
  - a. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
  - b. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
  - c. That the teacher has not demonstrated sufficient improvement in the state areas of deficiency and action should be taken to non-renew the employment contract of the employee.
- 5. Action by the Superintendent. Following a review of any report submitted pursuant to paragraph 4 above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.
- 6. No teacher shall be placed on probation nor non-renewed for unsatisfactory performance except in accordance with RCW 28A.67.065 and RCW 28A.67.070 as now or hereinafter amended.

## ARTICLE VIII - EVALUATION

### Section 3

#### EVALUATIVE CRITERIA

The evaluative criteria for classroom teachers are listed under the following seven (7) performance factors:

1. **PROFESSIONAL PREPARATION AND SCHOLARSHIP.** The certificated classroom teacher exhibits, in his or her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession.
2. **KNOWLEDGE OF SUBJECT MATTER.** The teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).
3. **INSTRUCTIONAL SKILL.** The certificated teacher demonstrates in his or her performance, a competent level of knowledge and skill in designing and conducting an instructional experience.
4. **CLASSROOM MANAGEMENT.** The certificated classroom teacher demonstrates, in his or her performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.
5. **THE HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS.** The certificated classroom teacher demonstrates the ability to manage the non instructional, human dynamics in the educational setting.
6. **INTEREST IN TEACHING PUPILS.** The certificated classroom teacher demonstrates an understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics. The certificated classroom teacher demonstrates enthusiasm for or enjoyment in working with pupils.
7. **EFFORT TOWARD IMPROVEMENT WHEN NEEDED.** The certificated classroom teacher demonstrates an awareness of his or her limitations and strengths, and demonstrates continued professional growth.

The evaluative criteria for nurses, counselors, librarians, communication disorder specialists, coordinators, and reading specialists are listed under the following six (6) performance factors:

1. **KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD.** Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.

ARTICLE VIII - EVALUATION  
Section 3  
EVALUATIVE CRITERIA (continued)

2. **SPECIALIZED SKILLS.** Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.
3. **MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT.** Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.
4. **INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL.** Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.
5. **THE SUPPORT PERSON AS A PROFESSIONAL.** Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.
6. **EFFORT TOWARD IMPROVEMENT WHEN NEEDED.** The certificated support person demonstrates an awareness of his or her limitations and strengths, and demonstrates continued professional growth.

A. Evaluative Criteria for Teachers

The following seven performance factors and related specific criteria are to be used in connection with the observation and evaluation of teachers. Such evaluation process is required to meet statutory requirements and is primarily intended to be used by the District as a tool for the improvement of instruction.

The specific criteria which are related to the individual performance factors provide an analytical basis for identifying specific aspects of teaching performance, for goal setting, and for the maintenance and improvement of skills. Although each of the specific criteria should be attainable by each teacher, it is recognized that no teacher will necessarily demonstrate all of the criteria in any single teaching situation.

The annual evaluation will be based upon the seven performance factors. However, it is not intended that all of the specific criteria will be used as a checklist for the final evaluation.

1.0 Professional Preparation and Scholarship--The certificated classroom teacher exhibits, in his or her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession by:

1.1 Possessing and maintaining appropriate background in teaching theory.

ARTICLE VIII - EVALUATION  
Section 3  
EVALUATIVE CRITERIA (continued)

- 1.2 Using relevant data and resources on which to base lesson planning decisions.
- 1.3 Being knowledgeable of district and building goals, policies, and procedures.
- 1.4 Demonstrating the ability to work openly and honestly with staff.
- 1.5 Using appropriate communication strategies when communicating with patrons of the district.
- 2.0 Knowledge of Subject Matter--The certificated classroom teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s) by:
  - 2.1 Possessing and maintaining appropriate background in subject matter.
- 3.0 Instructional Skills--The certificated classroom teacher demonstrates in his or her performance a competent level of knowledge and skill in designing and conducting an instructional experience by:
  - 3.1 Teaching to an objective which is appropriate to the learners and the lesson.
  - 3.2 Presenting learning activities so that students can understand the purpose of the lesson.
  - 3.3 Pacing the lesson by checking for understanding and modifying the instruction to fit the needs of the learners.
  - 3.4 Providing opportunities for students to participate in a variety of learning activities.
  - 3.5 Varying assignments and activities in type and difficulty as appropriate to the learners and the lesson.
  - 3.6 Providing guided practice before assigning independent assignments.
  - 3.7 Giving timely feedback while student work is in progress.
  - 3.8 Using post-instruction assessment techniques to identify areas that require repetition, emphasis, or changed instructional strategies.
  - 3.9 Balancing lecture methods with appropriate student participation.
  - 3.10 Returning evaluated student work in a timely manner.

ARTICLE VIII - EVALUATION  
Section 3  
EVALUATIVE CRITERIA (continued)

- 3.11 Using teaching strategies that promote higher levels of thinking when appropriate.
- 3.12 Using specific written and verbal comments which reinforce desired student learning.
- 3.13 Summarizing and/or closing the lesson when appropriate.
- 4.0 Classroom Management--The certificated classroom teacher demonstrates in his or her performance a competent level of knowledge and skill in organizing the physical and human elements in the educational setting by:
  - 4.1 Developing long-range plans based on district SLOs and curricula, approved textbooks, and/or teacher-developed supplemental materials as appropriate to the learners.
  - 4.2 Developing and maintaining a sequential plan of instruction based on student needs.
  - 4.3 Providing adequate plans and information for a substitute teacher.
  - 4.4 Allowing students to share, when appropriate, responsibilities for establishing and carrying out classroom procedures and activities.
  - 4.5 Planning opportunities for and encouraging students to develop skills in leadership, group cooperation, idea exchange, problem solving, conflict resolution, and self discipline.
  - 4.6 Planning activities that make effective use of available time.
  - 4.7 Creating a stimulating classroom atmosphere while structuring a productive environment.
  - 4.8 Maintaining records of students' progress towards goals.
  - 4.9 Using appropriate methods, such as personal conferences, progress charts, growth ladders, or assignment checklists to help students be aware of their progress.
- 5.0 Discipline and Attendant Problems--The certificated classroom teacher demonstrates the ability to manage the noninstructional human dynamics in the educational setting by:
  - 5.1 Establishing and maintaining order and discipline in the classroom, including:
    - 5.11 Students quiet when appropriate.

ARTICLE VIII - EVALUATION  
Section 3  
EVALUATIVE CRITERIA (continued)

- 5.12 Students paying attention to the teacher when instruction is being given.
- 5.13 Students conforming to established rules.
- 5.2 Operating under a reasonable set of rules which are well understood by students and consistent with building and district rules and procedures.
- 5.3 Allowing for student feedback through an atmosphere free of threats.
- 5.4 Not unnecessarily depriving students of learning opportunities by disciplinary actions.
- 5.5 Disciplining on a group or individual basis as appropriate.
- 5.6 Demonstrating responsibility for student discipline outside the classroom.
- 5.7 Demonstrating fairness and consistency when working with students.
- 5.8 Working to establish conditions which minimize potential disciplinary problems.
- 6.0 Interest in Teaching Pupils--The certificated classroom teacher demonstrates an understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics. The certificated classroom teacher demonstrates enthusiasm for or enjoyment in working with pupils by:
  - 6.1 Developing rapport with students in an appropriate manner.
  - 6.2 Giving observable evidence of taking time to listen and respond.
  - 6.3 Giving observable evidence of interest and enjoyment when interacting with students.
  - 6.4 Soliciting and accepting feedback from students through individual conferences, small-group discussions, class meetings, etc.
  - 6.5 Demonstrating understanding and sensitivity to different racial, ethnic, cultural, and religious values, and an avoidance of stereotyping.
  - 6.6 Helping develop and support each learner's sense of self worth.

ARTICLE VIII - EVALUATION  
Section 3  
EVALUATIVE CRITERIA (continued)

7.0 Efforts Toward Improvement When Needed--The certificated classroom teacher demonstrates an awareness of his or her limitations and strengths, and demonstrates continued professional growth by:

7.1 Adjusting to and using new strategies.

7.2 Participating in in-service opportunities.

7.3 Upgrading teaching methods and/or knowledge of subject matter.

7.4 Being receptive to change and demonstrating the continued development of strategies to meet specified goals and objectives.

7.5 Being responsive to constructive suggestions.

B. Evaluative Criteria for Counselors

The following six performance factors and related specific criteria are to be used in connection with the observation and evaluation of counselors. Such evaluation process is required to meet statutory requirements and is primarily intended to be used by the District as a tool for the improvement of counseling.

The specific criteria which are related to the individual performance factors provide an analytical basis for identifying specific aspects of counseling performance, for goal setting, and for the maintenance and improvement of skills. Although each of the specific criteria should be attainable by each counselor, it is recognized that no counselor will necessarily demonstrate all of the criteria in any single counseling situation.

The annual evaluation will be based upon the six performance factors. However, it is not intended that all of the specific criteria will be used as a checklist for the final evaluation.

1.0 Knowledge and Scholarship in Special Field--Applies a working knowledge of theory and methods in school counseling; demonstrates an understanding of public school education and developmental stages of the students being served; integrates counseling into the total school program.

1.1 Possesses an Educational Staff Associates (E.S.A.) certificate and meets the requirements to maintain same.

1.2 Develops a schedule of counseling activities and provides a sound guidance program for students seeking help with educational, vocational, and personal problems.



## ARTICLE VIII - EVALUATION

### Section 3

#### EVALUATIVE CRITERIA (continued)

- 2.0 Specialized Skills--Demonstrates competency in designing and conducting programs of prevention, instruction, remediation and/or evaluation.
  - 2.1 Develops specific operational counseling/guidance objectives for the school year, periodically assesses progress toward stated objectives, and takes appropriate action.
  - 2.2 Assists students in developing problem-solving skills, including exploration of alternatives toward making appropriate choices.
  - 2.3 Conducts individual and group conferences using test results, progress reports, and other appropriate data to help students evaluate their personal, vocational, social and academic performance, and develop appropriate plans of action, as needed.
  - 2.4 Coordinates and/or administers district standardized school testing activities at the building level.
- 3.0 Management of Counseling Environment--Demonstrates competency in managing and organizing the special materials and environment essential to the counseling program.
  - 3.1 Cooperates in maintaining an environment that provides privacy of records and protects student and family information according to federal and state regulations and local school district policies.
  - 3.2 Selects, utilizes, and maintains materials appropriate to the guidance/counseling program.
  - 3.3 Cooperates in organization of the physical setting appropriate to the guidance activities.
  - 3.4 Manages time effectively in order to complete assigned tasks and responsibilities taking into consideration the case load.
  - 3.5 Meets building, district, and state time-line requirements.
- 4.0 Involvement in Assisting Students, Parents, Educational Personnel--Demonstrates competency in identifying those students needing specialized programs or assistance.
  - 4.1 Manages times effectively in responding to the counseling needs of students.
  - 4.2 Establishes rapport and communicates effectively and positively when interacting with individuals or groups.

ARTICLE VIII - EVALUATION  
Section 3  
EVALUATIVE CRITERIA (continued)

- 4.3 Consults as needed with teachers regarding pupil performance, strategies for improvement, and information regarding physical, psycho-social, and/or other concerns.
- 4.4 Assumes the assigned role in case conferences and communicates the recommendations relative to the individual student's learning needs.
- 4. Participates with other staff members in the resolution of curriculum concerns, when consulted.
- 4.6 Participates in the determination of the appropriate placement of students in the educational program, when consulted.
- 4.7 Consults with students, parents, staff, and community agencies in order to acquire information which is helpful in planning for individual needs.
- 4.8 Provides assistance in establishing clear two-way communication between students and teachers.
- 4.9 Interprets test results as needed to students, parents, and teachers in order to encourage student effort and achievement.
- 4.10 Supports district and building expectations regarding student conduct.
- 4.11 Demonstrates understanding and acceptance of individual differences, including ethnic, sexual, cultural, religious values and lifestyles of the various students, community and staff.
- 5.0 The Counselor As A Professional--Demonstrates awareness of his or her strengths and limitations; demonstrates knowledge of and adherence to the ethical code as outlined by the American Association for Counseling & Development.
  - 5.1 Requests and utilizes input from staff, students, and parents in order to assess the effectiveness of the guidance/counseling program.
  - 5.2 Provides each individual with the assurance of confidentiality within the counseling relationship, but informs the student if this protection is not legally possible or realistic.
  - 5.3 Uses district, community, and other referral sources to meet students' needs in accordance with district and professional guidelines.
  - 5.4 Participates in in-service opportunities, workshops, and other professional growth activities.

ARTICLE VIII - EVALUATION  
Section 3  
EVALUATIVE CRITERIA (continued)

6.0 Effort Toward Improvement When Needed

- 6.1 Upgrades guidance/counseling skills and methods and/or knowledge of the professional area.
- 6.2 Responds to constructive suggestions from supervisor, which assist in the continued development of strategies to meet agreed-upon goals and objectives as specified in 2.1.

C. Evaluative Criteria for Communication Disorders Specialists

The following six performance factors and related specific criteria are to be used in connection with the observation and evaluation of CDS. Such evaluation process is required to meet statutory requirements and is primarily intended to be used by the District as a tool for the improvement of CDS Services.

The specific criteria which are related to the individual performance factors provide an analytical basis for identifying specific aspects of performance, for goal setting, and for the maintenance and improvement of skills. Although each of the specific criteria should be attainable by each CDS, it is recognized that no CDS will necessarily demonstrate all of the criteria in any single situation.

The annual evaluation will be based upon six performance factors. However, it is not intended that all of the specific criteria will be used as a checklist for the final evaluation.

- 1.0 Knowledge and Scholarship in Special Field--The CDS demonstrates depth and breadth of knowledge, theory, and content in the special field; an understanding of, and knowledge about, common school education, special education, and the ability to integrate the area of specialization into the total school program.
  - 1.1 Possesses and maintains appropriate academic and clinical background in area of specialization.
  - 1.2 Makes and completes long- and short-range plans for each area of responsibility.
  - 1.3 Carries out each area of responsibility in a manner consistent with federal and state requirements and district policy and procedure regarding handicapped students.
  - 1.4 Demonstrates the ability to integrate the therapy program into the student's total educational program.

**ARTICLE VIII - EVALUATION**  
**Section 3**  
**EVALUATIVE CRITERIA (continued)**

**2.0 Specialized Skills--The CDS demonstrates a competent level of skill and knowledge in designing and conducting specialized programs of prevention, evaluation, and instruction.**

**2.1 Evaluation:**

- 2.11 Performs an accurate evaluation that is appropriate for the student's suspected communication handicap.**
- 2.12 Writes a clear and complete summary of the evaluation and appropriately documents student eligibility for special services.**
- 2.13 Makes appropriate case selection, considering state regulations, individual student needs, developmental scales, the school environment, and district procedures.**
- 2.14 Develops written goals and objectives, where appropriate, that are consistent with the student's status and educational priorities.**
- 2.15 Communicates the results of the evaluation and goals and objectives, when appropriate, to parents, school personnel, and private practitioners or agencies.**

**2.2 Implementation:**

- 2.21 Establishes an efficient therapy schedule.**
- 2.22 Establishes and maintains rapport with student.**
- 2.23 Communicates effectively with students, utilizing the student's primary mode and level of communication.**
- 2.24 Involves the student in planning treatment activities, including transfer of skills from the therapy setting when appropriate.**
- 2.25 Presents learning activities so the student understands the purpose of the lesson, when appropriate.**
- 2.26 Uses appropriate therapy activities designed to achieve stated objectives.**
- 2.27 Provides feedback to student and uses appropriate reinforcement.**
- 2.28 Evaluates during therapy sessions and modifies approach, if necessary, to better achieve objectives.**

## ARTICLE VIII - EVALUATION

### Section 3

#### EVALUATIVE CRITERIA (continued)

- 2.29 Conducts therapy in an efficient manner, utilizing time and materials effectively.
- 2.30 Modifies program in accordance with district procedures as formal and informal reevaluation indicates need for change.
- 2.31 Keeps a record of continuing evaluations and progress and communicates information to parents, school staff, and outside agencies.
- 2.32 Disciplines students appropriately.
- 3.0 Management of Special and Technical Environment--The CDS demonstrates skill in managing and organizing the environment essential to the specialized program.
  - 3.1 Maintains equipment appropriately.
  - 3.2 Manages and organizes a setting conducive to student achievement of therapy objectives.
  - 3.3 Anticipates problems students may face in the classroom setting, at home, in the community, etc., and suggests practical, appropriate solutions when appropriate.
  - 3.4 Identifies and utilizes, when appropriate, other resources to facilitate student growth.
- 4.0 Involvement in Assisting Pupils, Parents, and Educational Personnel--The CDS demonstrates competency in offering specialized assistance and initiative in identifying those needing specialized programs.
  - 4.1 Consults with other staff, school personnel, parents, and other professionals in the community in developing and coordinating therapy service.
  - 4.2 Schedules district-wide hearing and speech screening to identify those students in need of specialized programs in accordance with district procedures.
  - 4.3 Notifies parents in accordance with district procedures when there is a concern relating to voice, hearing, and other communication disorders.
  - 4.4 Works effectively as a member of the multidisciplinary team.
  - 4.5 Demonstrates an attitude of respect, cooperation, and acceptance toward all staff members. Approaches problem solving in a positive and flexible manner.

ARTICLE VIII - EVALUATION  
Section 3  
EVALUATIVE CRITERIA (continued)

- 5.0 The CDS as a Professional--Demonstrates knowledge of and commitment to the district's goals and policies and the profession's code of ethics. Demonstrates awareness of personal limitations and strengths and attempts to improve and enhance competence.
- 5.1 Participates in in-service and/or other educational opportunities for ongoing professional growth.
- 5.2 Shares therapy strategies and materials with other CDS for the improvement of clinical practices.
- 5.3 Participates in the development and implementation of special projects with CDS staff members to maintain a viable district program.
- 5.4 Deals with confidential material regarding students in a manner consistent with the Family Rights and Privacy Act and district procedures.
- 5.5 Demonstrates understanding and acceptance of handicapping conditions, individual differences in racial, ethnic, cultural, sexual, religious values, and lifestyles of students, staff, and community.
- 6.0 Effort Towards Improvement When Needed
  - 6.1 Listens and responds to constructive suggestions.

D. Evaluative Criteria for Library/Media Specialist

The following six performance factors and related specific criteria are to be used in connection with the observation and evaluation of Library/ Media Specialist. Such evaluation process is required to meet statutory requirements and is primarily intended to be used by the District as a tool for the improvement of instruction.

The specific criteria which are related to the individual performance factors provide an analytical basis for identifying specific aspects of the Library/Media Specialists' performance, for goal setting, and for the maintenance and improvement of skills. Although each of the specific criteria should be attainable by each Library/Media Specialist, it is recognized that no Library/Media Specialist will necessarily demonstrate all of the criteria in any single teaching situation.

## ARTICLE VIII - EVALUATION

### Section 3

#### EVALUATIVE CRITERIA (continued)

The annual evaluation will be based upon the six performance factors. However, it is not intended that all of the specific criteria will be used as a checklist for the final evaluation.

- 1.0 Knowledge and Scholarship in Library Learning Resources--Demonstrates a depth and breadth of knowledge of theory and content in School Library Science; demonstrates an understanding of and knowledge about common school education; and demonstrates the ability to integrate the library into the total school program.
  - 1.1 Possesses, in addition to a current teaching certificate, a Library Science/Audio-Visual background.
    - 1.11 Completion of at least 24 quarter hours in Library Science and/or Audio-Visual if employed after September 1984, provided that in-District teachers employed as elementary librarians shall have up to two years to complete this requirement. During this time the teacher shall be exempt from an unsatisfactory mark based on this requirement.
  - 1.2 Prepares goals and objectives attainable within allocated resources (staff and budget) which fit the general philosophy of the school and which designate the role of the Library/LRC within the educational programs of the school.
  - 1.3 Is knowledgeable of district and building goals, policies, and procedures.
- 2.0 Specialized Skills--Demonstrates knowledge of principles of learning and competency in designing and conducting a learning experience.
  - 2.1 Creates a positive climate conducive to learning and research.
    - 2.11 The atmosphere is welcoming, comfortable, and stimulating to intellectual curiosity.
    - 2.12 Establishes and maintains order and discipline.
      - 2.121 A reasonable set of rules which are known to all.
      - 2.122 Students conforming to established rules.
    - 2.13 Uses fairness and consistency when working with students.
  - 2.2 Encourages students to become self-sufficient in using library resources.
    - 2.21 Provides for instruction in finding and using of both print and nonprint materials.

ARTICLE VIII - EVALUATION  
Section 3  
EVALUATIVE CRITERIA (continued)

- 2.22 Encourages student(s) to choose appropriate library resources to reach a learning objective.
- 2.23 Encourages problem-solving skills through examination, comparison, and testing of different ideas.
- 2.24 Assists staff and students when possible in creation of original materials.
- 2.3 Shares responsibility with the rest of the staff for student discipline outside the Library/LRC.
- 3.0 Management of the Library/LRC--Demonstrates competency in managing and organizing the materials, equipment, and environment.
  - 3.1 Maintains the collection in a state of organization.
    - 3.11 The collection is cataloged and classified in a way that one is able to determine if an item exists in the collection and where to find it.
    - 3.12 The collection has a circulation system which when followed will enable the library staff to determine if an item has left the library, when it is due, and who checked it out.
    - 3.13 The collection has a shelf list or inventory.
  - 3.2 Manages the budget through an acquisition program that will process and maintain a balanced collection of materials to meet the needs of the students and faculty.
    - 3.21 The annual acquisitions and deletions reflect planning for the collection in terms of subject matter balance, multicultural appropriateness, level of difficulty, and obsolescence.
    - 3.22 A wide range of print and nonprint materials selected by professional criteria gives students a choice of learning alternatives.
      - 3.221 Information is usually available in two different forms.
      - 3.222 Professional selection procedures include review by journals, librarians, teachers, review meetings, etc.
  - 3.3 Develops schedules and procedures for effective use of staff, facilities, materials and equipment.



## ARTICLE VIII - EVALUATION

### Section 3

#### EVALUATIVE CRITERIA (continued)

- 4.0 Involvement in Assisting Patrons--Works with those needing assistance in Library/LRC.
  - 4.1 Cooperates with staff and community in providing services for students.
  - 4.2 Interprets Library/LRC goals and services to parents.
  - 4.3 Demonstrates effective communications with patrons.
  - 4.4 Demonstrates understanding and acceptance of individual differences, including ethnic, sexual, cultural, religious values, and lifestyles of the various students, community, and staff.
- 5.0 The Library/Media Specialist as a Professional--Is aware of personal abilities and demonstrates continued professional growth.
  - 5.1 Participates in in-service and/or other educational opportunities.
  - 5.2 Plans/participates in special projects, building or district committees.
  - 5.3 Maintains or improves appropriate background in Learning Resources. Demonstrates through any of the following:
    - 5.31 Professional course work.
    - 5.32 Exchanging programs and goals with other Library/LRC Specialists for the improvement of the Library/LRC.
    - 5.33 Participating in professional organization.
    - 5.34 Subscribing to professional literature.
  - 5.4 Demonstrates knowledge of and commitment to the librarians' ethical code.
- 6.0 Effort Toward Improvement When Needed--Demonstrates an awareness of his/her limitations and strengths by efforts to improve or enhance competence.
  - 6.1 Adjust to and use new strategies.
  - 6.2 Is responsive to constructive suggestions.

ARTICLE VIII - EVALUATION  
Section 3  
EVALUATIVE CRITERIA (continued)

F. Evaluative Criteria for Reading Specialists

The following seven performance factors and related specific criteria are to be used in connection with the observation and evaluation of Reading Specialists. Such evaluation process is required to meet statutory requirements and is primarily intended to be used by the District as a tool for the improvement of instruction.

The specific criteria which are related to the individual performance factors provide an analytical basis for identifying specific aspects of teaching performance, for goal setting, and for the maintenance and improvement of skills. Although each of the specific criteria should be attainable by each Reading Specialist, it is recognized that no Reading Specialist will necessarily demonstrate all of the criteria in any single teaching situation.

The annual evaluation will be based upon the seven performance factors. However, it is not intended that all of the specific criteria will be used as a checklist for the final evaluation.

- 1.0 Knowledge and Scholarship in Special Field--Each Reading Specialist demonstrates a depth and breadth of knowledge of theory and content in the special field. He or she demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.
  - 1.1 Possesses appropriate academic background in the field of reading specialization.
  - 1.2 Knows the latest research, curriculum materials, instructional methods and evaluation techniques in reading.
  - 1.3 Knows the current trends and issues in theory of reading instruction.
- 2.0 Specialized Skills--Each Reading Specialist demonstrates in his or her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.
  - 2.1 Diagnoses, reports and prescribes treatment for students with special needs in reading in relationship to their progress toward specific goals and learning objectives (to include developmental, remedial, and enrichment).
  - 2.2 Provides opportunities for students to participate in and initiate a variety of reading experiences.
  - 2.3 Provides help and guidance in the designing and coordinating of the building program.

ARTICLE VIII - EVALUATION  
Section 3, Subsection F  
EVALUATIVE CRITERIA (continued)

- 2.4 Provides appropriate information to the multidisciplinary team.
- 3.0 Management of Special and Technical Environment--Each Reading Specialist demonstrates an acceptable level of performance in managing and organizing the special materials, equipment, and environment essential to the specialized programs.
  - 3.1 Maintains enthusiasm in dealing with individual student needs.
  - 3.2 Organizes specialized reading materials for use by Reading Specialist, classroom teacher, reading aides, and/or volunteers.
  - 3.3 Recommends texts, workbooks, equipment, supplemental supplies and workshops for building reading program, remedial reading program, and enrichment program.
  - 3.4 Maintains appropriate records on student needs and progress.
  - 3.5 Operates under a reasonable set of rules which are well understood by students and consistent with building and district rules and procedures (such as discipline and attendant problems).
- 4.0 Involvement in Assisting Pupils, Parents and Educational Personnel--Each Reading Specialist demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.
  - 4.1 Cooperates with other specialists, staff, and parents in reporting progress and/or recommending placement for individual students.
  - 4.2 Interprets tests and goals to parents, students and appropriate staff.
  - 4.3 Establishes effective communication with students, parents and staff.
  - 4.4 Maintains confidentiality with students, parents and staff.
  - 4.5 Assists teachers in placing students in the reading program.
  - 4.6 Consults with teacher on reading concerns including specialized content areas.
  - 4.7 Demonstrates understanding and acceptance of differing racial, ethnic, sexual, cultural, religious values, and avoids stereotyping.
  - 4.8 Serves as a resource to both school and district level committees involving decisions such as new programs and text adoptions.

ARTICLE VIII - EVALUATION  
Section 3, Subsection F  
EVALUATIVE CRITERIA (continued)

- 5.0 Instructional Skills--The Reading Specialist demonstrates in his or her performance a competent level of knowledge and skill in designing and conducting an instructional experience.
  - 5.1 Teaches to an objective which is appropriate to the learners and the lesson.
  - 5.2 Presents each learning activity so that students can understand the purpose of the objective and are motivated to complete the activity.
  - 5.3 Paces the lesson appropriately.
  - 5.4 Checks for understanding and adjusts the instruction appropriately.
  - 5.5 Varies assignments and activities in type and difficulty to accommodate student learning abilities.
  - 5.6 Provides guided practice before assigning independent practice.
  - 5.7 Monitors students' independent assignments and reteaches, if necessary.
  - 5.8 Uses post-instruction assessment techniques to identify areas that require repetition, emphasis or changed instructional strategies.
  - 5.9 Uses strategies that promote higher levels of thinking.
- 6.0 Reading Specialist as a Professional--Each Reading Specialist demonstrates awareness of his or her limitations and strengths and demonstrates continued professional growth.
  - 6.1 Keeps reading and research skills current by actively participating in in-service and/or other educational opportunities.
  - 6.2 Shares teaching strategies and materials with other Reading Specialists and with building staff.
  - 6.3 Participates in the development of long-range plans and yearly objectives with other Reading Specialists in the District to maintain a viable District program.
- 7.0 Effort Toward Improvement When Needed--The Reading Specialist demonstrates an awareness of his or her limitations and strengths and demonstrates continued professional growth.
  - 7.1 Demonstrates an awareness of his or her limitations and strengths by efforts to improve or enhance competence.
  - 7.2 Is responsive to constructive suggestions.

ARTICLE VIII - EVALUATION  
Section 3  
EVALUATIVE CRITERIA (continued)

G. Evaluative Criteria for School Nurses

The following six performance factors and related specific criteria are to be used in connection with the observations of evaluation of school nurses. Such evaluation process is required to meet statutory requirements and is primarily intended to be used by the District as a tool for the improvement of school nursing.

The specific criteria which are related to the individual performance factors provide an analytical basis for identifying specific aspects of school nursing performance, for goal setting, and for the maintenance and improvement of skills. Although each of the specific criteria should be attainable by each school nurse, it is recognized that no school nurse will necessarily demonstrate all of the criteria in any single situation.

The annual evaluation will be based upon the six performance factors. However, it is not intended that all of the specific criteria will be used as a checklist for the final evaluation.

- 1.0 Knowledge and scholarship in Special Field--Demonstrates a depth and breadth of knowledge of theory and content in school nursing; demonstrates an understanding of and knowledge about common school education grades pre-K-12, and demonstrates the ability to integrate school nursing into the total school program.
  - 1.1 Possess a current Registered Nurse License in the State of Washington and a B.S. in science of nursing.
  - 1.2 Possess an Educational Staff associate Certificate in School Nursing and meets requirements to maintain certification.
  - 1.3 Possess a current First-aid card.
  - 1.4 Develop a schedule of nursing activities based on district policy and state regulations and the health needs of school population served.
  - 1.5 Has knowledge concerning physical, social, and emotional health status of students as it relates to the educational setting.
  - 1.6 Knows current school nursing trends, issues and research.
- 2.0 Specialized Skills--Demonstrates competency, skill and knowledge in designing and conducting school health programs of prevention, instruction, remediation and/or evaluation.
  - 2.1 Develops plans for the care of the ill and injured students.
    - 2.11 Participates in the supervision of the health room volunteer program.

ARTICLE VIII - EVALUATION  
Section 3, Subsection G  
EVALUATIVE CRITERIA (continued)

- 2.12 Instruct staff in health room policy and procedures.
- 2.13 Develop and implement plans for care of students with special problems.
- 2.2 Demonstrate the ability to develop and implement plans which provide for individual health needs of the student.
  - 2.21 Review all available data.
  - 2.22 Student observation and conference.
  - 2.23 Maintain family contact.
  - 2.24 Assist in making appropriate referrals.
  - 2.25 Instruct staff.
  - 2.26 Update health plans as needed.
- 2.3 Provide continuing health guidance to individual pupils to enable them to gain knowledge and experience in solving immediate health problems and to gain skill in preventing and/or solving future problems.
- 2.4 Initiate, implement, and evaluate screening programs as required by school district and state regulations.
- 3.0 Management of Special and Technical Environment--Demonstrates competency in managing and organizing the special materials, equipment and environment essential to the school health program.
  - 3.1 Maintain health records that show a sequence of care and future nursing objectives.
  - 3.2 Recognized standards of infection control will be maintained in the Health Room.
  - 3.3 Maintains adequate supplies and equipment for school health services program.
  - 3.4 Operates under a reasonable set of rules which are well understood by students and consistent with building and district rules and procedures.
  - 3.5 Provide opportunity for students to develop skills in self care as they utilize the health room.
- 4.0 Involvement in Assisting Pupils, Parents, Educational Personnel--the school nurse demonstrates a professional level of performance in identifying students who have special health concerns.

ARTICLE VIII - EVALUATION  
Section 3, Subsection G  
EVALUATIVE CRITERIA (continued)

- 4.1 Keeps educational staff and family informed of the progress regarding individual health problems.
- 4.2 Communicates effectively with staff, students, and family.
- 4.3 Participates in home visits to assess the families needs as related to the child's health.
- 4.4 Cooperates as the health specialist of the inter-disciplinary team in planning appropriate educational programs which include special health needs.
- 4.5 Serve as liaison between educational and the medical communities and interprets accumulative health data to accommodate individual needs.
- 4.6 Provide health counseling and guidance to pupils, parents, and school personnel.
- 4.7 Initiates referrals to parents, school personnel and community health resources for intervention, remediation and follow-through.
- 4.8 Serves as a resource person to the classroom teacher and administrator in health instruction and as a member of the health curriculum development committees.
- 5.0 The Nurse as a Professional--Demonstrates awareness of personal abilities and continued professional growth; follows the ethical code for school nurses as outlined by the National Association of School Nurses.
  - 5.1 Develops short- and long-range goals for health services in congruence with district goals.
  - 5.2 Develop plans to implement health services goals.
  - 5.3 Develop procedures to evaluate effectiveness of the nursing program.
  - 5.4 Participates in classes and workshops to keep updated on current nursing practices.
  - 5.5 Participates in professional organizations.
- 6.0 Effort Toward Improvement When Needed--Demonstrates an awareness of strengths and limitations by efforts to improve or enhance competence.
  - 6.1 Adjust to and use new strategies.
  - 6.2 Participate in workshops and in-service opportunities.
  - 6.3 Is receptive to constructive suggestions from supervisor which assists in continued development of strategies to meet agreed-upon goals.

ARTICLE VIII - EVALUATION  
Section 3  
EVALUATIVE CRITERIA (continued)

H. Evaluative Criteria for Occupational and Physical Therapists

The following six performance factors and related specific criteria are to be used in connection with the observation and evaluation of physical and occupational therapists. Such evaluation process is required to meet statutory requirements and is primarily intended to be used by the District as a tool for the improvement of therapy services.

The specific criteria which are related to the individual performance factors provide an analytical basis for identifying specific aspects of therapy performance, for goal-setting, and for the maintenance and improvement of skills. Although each of the specific criteria should be attainable by each therapist, it is recognized that no therapist will necessarily demonstrate all of the criteria in any single therapy situation.

The annual evaluation will be based upon the six performance factors. However, it is not intended that all of the specific criteria will be used as a checklist for the final evaluation.

- 1.0 Knowledge and Scholarship in Special Field--Each therapist demonstrates a depth and breadth of knowledge and theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and demonstrates the ability to integrate the area of specialization into the total school program.
  - 1.1 Possesses an Educational Staff Associate (E.S.A.) certificate and an appropriate academic background in area of specialization and meets the requirements to maintain them.
  - 1.2 Demonstrates depth of knowledge in the specialized area for the therapeutic activities being used to meet the student objectives.
  - 1.3 Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals and consultations.
  - 1.4 Demonstrates the ability to integrate therapy into the educational needs of handicapped students in regular or special education classrooms.
- 2.0 Specialized Skills--Each therapist demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of evaluation, prevention, instruction, treatment, and equipment.
  - 2.1 Planning (from the student's therapy folder).
    - 2.11 Collects and examines existing school, medical and other records in the possession of the school district prior to assessment.



ARTICLE VIII - EVALUATION  
Section 3, Subsection H  
EVALUATIVE CRITERIA (continued)

- 2.12 Performs a reliable evaluation that is appropriate to and complete for the child's dysfunction using formal and informal evaluation tools.
- 2.13 Records the results of the evaluation clearly and completely.
- 2.14 Develops goals and objectives that are consistent with the child's status and educational priorities.
- 2.15 Communicates results of evaluation to parents and appropriate school personnel, and private practitioners or agencies.
- 2.16 Maintains record-keeping system to reflect students' status regarding objectives.
- 2.2 Implementing (From observation)
  - 2.21 Uses therapeutic activities designed to achieve stated objectives as evidenced in 2.14.
  - 2.22 Communicates effectively with child, considering the child's means of communication.
  - 2.23 Involves the student in planning treatment activities, when appropriate.
  - 2.24 Uses appropriate reinforcement and behavior management techniques to help student(s) become motivated to accomplish objectives.
  - 2.25 Conducts therapy in an efficient manner, utilizing time and materials effectively.
  - 2.26 Evaluates during therapy sessions and modifies approach, if necessary, to better achieve objectives.
  - 2.27 Modifies program as formal and informal reevaluation indicates need for revised goals and objectives.
  - 2.28 Keeps a record of continuing evaluations and communicates information to parents, school staff, and outside agencies, when appropriate.
- 3.0 Management of Special and Technical Environment--Each therapist demonstrates a competent level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

ARTICLE VIII - EVALUATION  
Section 3, Subsection H  
EVALUATIVE CRITERIA (continued)

- 3.1 Provides setting conducive to student safety, maximum function and independence, and achieving therapy objectives.
- 3.2 Anticipates problems students may face in the classroom setting, at home, in the community, etc., and develops practical, appropriate solutions, including adaptive equipment.
- 3.3 Demonstrates an understanding of the benefits and limitations of devices and materials, regarding individual student's needs and his/her environment.
- 3.4 Creates an environment which provides privacy and protects student and family information, as mandated by federal and state regulations and local district policies.
- 3.5 Identifies and utilizes other resources and persons available in the school district to facilitate maximum student growth.
- 3.6 Identifies and recommends to the appropriate Kent School District supervisor other resources and persons available in the community to facilitate maximum student growth.
- 4.0 Involvement with Pupils, Parents, Educational Personnel, and Health Professionals--Each therapist demonstrates an acceptable level of performance in offering specialized assistance to those needing specialized programs.
  - 4.1 Plans and develops appropriate therapy services to serve the special needs of identified students.
  - 4.2 Communicates with students, school personnel, parents and other professionals in the community concerning the development and coordination of services to those needing therapy.
  - 4.3 Interprets characteristics and needs of students to students, parents, staff and community, in groups and individually, via oral and written communications.
  - 4.4 Maintains an atmosphere of mutual respect when working with students, parents, educational personnel, and other professionals.
  - 4.5 Provides appropriate direction for aides assisting in therapy services.
  - 4.6 Supervises physical or occupational therapy students assigned to the Kent School District and enrolled in an academic preparation program to be trained as an assistant or therapist.

ARTICLE VIII - EVALUATION  
Section 3, Subsection H  
EVALUATIVE CRITERIA (continued)

- 5.0 The Therapist as a Professional--Demonstrates knowledge of and commitment to the district's goals and policies and the profession's code of ethics. Demonstrates an awareness of his/her limitations and strengths and demonstrates continued professional growth.
  - 5.1 Demonstrates awareness of state, federal, and district regulations and policies as well as special education and building procedures as they relate to the area of specialization.
  - 5.2 Establishes goals aimed at professional growth and development and initiates and pursues activities related to such goals.
  - 5.3 Participates in continuing education, in-services, staff development activities, workshops and/or independent study and demonstrates improved application of knowledge and techniques learned.
  - 5.4 Exercises discretion in dealing with confidential material regarding students.
  - 5.5 Practices punctuality, timely and accurate completion of required records and reports, and appropriate use of planning time.
  - 5.6 Possesses a current license in physical or occupational therapy in the state of Washington which conforms to the WAC's and RCW's of the state of Washington as they relate to physical or occupational therapy.
  - 5.7 Participates as a team member, accepts responsibility for assigned and agreed-upon tasks.
- 6.0 Effort Toward Improvement When Needed--Therapist demonstrates an awareness of this and takes appropriate action.
  - 6.1 Adjusts to and uses new strategies.
  - 6.2 Upgrade skills and/or knowledge of subject matter.
  - 6.3 Reflects willingness to use constructive suggestions.
  - 6.4 Responds to recommendations deriving from periodic and annual performance evaluations.

ARTICLE VIII - EVALUATION  
Section 3  
EVALUATIVE CRITERIA (continued)

I. Evaluative Criteria for Psychologists

The following six performance factors and related specific criteria are to be used in connection with the observation and evaluation of psychologists. Such evaluation process is required to meet statutory requirements and is primarily intended to be used by the District as a tool for the improvement of psychological services.

The specific criteria which are related to the individual performance factors provide an analytical basis for identifying specific aspects of psychological performance, for goal-setting, and for the maintenance and improvement of skills. Although each of the specific criteria should be attainable by each psychologist, it is recognized that no psychologist will necessarily demonstrate all of the criteria in any single psychological situation.

The annual evaluation will be based upon the six performance factors. However, it is not intended that all of the specific criteria will be used as a checklist for the final evaluation.

1.0 Knowledge and Scholarship in Special Field--Demonstrates a depth and breadth of knowledge of theory and content in school psychology; demonstrates an understanding of and knowledge about common school education, and special education in particular; demonstrates performance consistent with district goals and policies.

1.1 Possesses ESA certification in school psychology; maintains appropriate academic and clinical background in school psychology.

1.2 Possesses and maintains current knowledge of Washington state and federal rules and regulations governing special education.

1.3 Follows appropriate district policies and procedures.

2.0 Specialized Skills--Demonstrates competency in assessing, reporting, making recommendations, designing programs, recommending placements, and conducting meetings.

2.1 Assessment:

2.11 Collects and reviews school records as part of the assessment.

2.12 Demonstrates ability to establish rapport with students.

2.13 Performs appropriate assessments to help determine eligibility.

ARTICLE VIII - EVALUATION  
Section 3, Subsection H  
EVALUATIVE CRITERIA (continued)

- 2.14 Coordinates, as team leader, appropriate MDT members' assessment activities.

2.2 Reporting:

- 2.21 Summarizes, interprets, and attests to the validity of results obtained during the evaluation. Makes useful recommendations. Writes summaries in the appropriate format.
- 2.22 Writes a summary analysis of MDT members' assessments in the approved format and documents eligibility for special education services. The summary shall include, but not be limited to, the scholastic, physical, and adjustment areas.
- 2.23 Interprets the results of the evaluation, when appropriate, to parents and school personnel.

2.3 Designing programs and recommending placements:

- 2.31 Makes recommendations that are useful and related to the referral problem and assessment finding.
- 2.32 Develops or assists in developing goals based on the student's assessment.
- 2.33 Arranges for related services when appropriate.
- 2.34 Acts as team leader in the determination of an appropriate placement.

2.4 Meetings:

- 2.41 Meets with other staff, students, parents, and outside agents as necessary to gather or share information or to develop plans to serve students.
- 2.42 Uses effective communication skills with other staff, students, parents, and outside agents.
- 2.43 Conducts a proper Individualized Educational Program (IEP) meeting.
- 2.44 Explains rights, responsibilities, and procedural due process.
- 2.45 Deals with others in a courteous and professional manner.

ARTICLE VIII - EVALUATION  
Section 3, Subsection I  
EVALUATIVE CRITERIA (continued)

- 2.46 Demonstrates understanding and sensitivity to people with various handicaps or who hold different ethnic, sexual, cultural, or religious values or who practice different lifestyles.
- 3.0 Management of Special and Technical Environment--The psychologist demonstrates an acceptable level of performance in managing and organizing the special materials, equipment, and environment essential to the practice of school psychology.
  - 3.1 Establishes an environment conducive to obtaining reliable and valid test results.
  - 3.2 Cooperates in maintaining the privacy of records and protects the student and family information as mandated by federal and state regulations and local district policies and procedures.
  - 3.3 Manages time effectively in order to complete assigned tasks and responsibilities, taking into consideration the case load.
  - 3.4 Maintains appropriate records in files for referrals, testing, and notices consistent with district, state, and federal requirements.
  - 3.5 Helps to select and maintain materials shared by all district psychologists for use in assessment and consultation.
- 4.0 Involvement in Assisting Pupils, Parents, and Educational Personnel--The psychologist demonstrates an acceptable level of performance in offering assistance to students needing specialized programs, and to their parents and to staff working with them.
  - 4.1 Serves as a resource to other staff and parents in matters relating to special education.
  - 4.2 When appropriate, assists in annual review and placement for students enrolled in special education programs.
  - 4.3 Works cooperatively with students, staff, and parents.
  - 4.4 Identifies and uses other resources when appropriate.
- 5.0 The Psychologist as a Professional--The psychologist demonstrates awareness of his or her limitations and strengths and demonstrates performance consistent with district goals and policies. Demonstrates awareness of the National Association of School Psychologists (NASP) Professional Conduct Manual.

ARTICLE VIII - EVALUATION  
Section 3, Subsection I  
EVALUATIVE CRITERIA (continued)

- 5.1 Offers only those services for which the psychologist is trained and competent. Cooperates in obtaining requisite knowledge, skills, or training before offering any new professional services.
- 5.2 Participates in in-service and/or other educational opportunities for professional growth.
- 5.3 Shares knowledge and skills with other psychologists for the improvement of professional practices.
- 5.4 Consults with other psychologists and with district staff when appropriate.
- 5.5 Participates in the development and/or implementation of special education projects.
- 5.6 Gives observable evidence of interest when interacting with students, parents, and staff.
- 5.7 Uses new strategies to adjust to changes in special education rules and regulations, district goals, policies or procedures, and special and regular educational programs.
- 6.0 Effort Towards Improvement When Needed--The psychologist demonstrates an awareness of professional limitations and strengths and demonstrates continued professional growth.
  - 6.1 Augments assessment and consultation skills and/or knowledge of school psychology.
  - 6.2 Considers, responds to, and participates in supervisory recommendations for professional change.

## ARTICLE IX - GRIEVANCE

### Section 1

#### DEFINITIONS AND GENERAL CONDITIONS

##### A. Definitions.

1. Grievance: A grievance is a claim by a teacher 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: Grievant means the Association or a teacher 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. 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 herein-before 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 on the grievance procedure.
2. Representation: A grievant may be represented by a representative of the Association or a grievant may present his/her grievance to the employer and have such grievance adjusted without the intervention of the Association as long as the Association has been given an opportunity to be present at that adjustment and to make its views known, and as long as the adjustment is not inconsistent with the terms of this Agreement.
3. Confidentiality: All matters pertaining to specific grievances shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any participant in the grievance-adjusting process or by any employee of the district, and shall be filed separately from the employee's personnel file.
4. Additional Participants: Both parties in the grievance-adjusting procedure may call in other persons who could make a pertinent contribution to the acceptable adjustment of a grievance.
5. Freedom From Reprisal: Participants involved in grievance adjustment proceedings, whether as a grievant, a witness, an Association representative, or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal on account of their reasonable participation in the grievance-adjusting process.
6. Assistance in Investigation: During the course of any investigation by the Association, the district shall cooperate with the Association and furnish to it relevant and necessary information for the processing of the grievance.



## ARTICLE IX - GRIEVANCE

### Section 1

#### DEFINITIONS AND GENERAL CONDITIONS (continued)

7. Hearings: All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses. Such hearings shall be conducted during non-school hours, unless there is mutual agreement for other arrangements. The district and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
8. Exception: If the grievance arises from an action of authority higher than the immediate supervisor, the grievant may present such grievance at Step 2 of this procedure.
9. Arbitrability. A grievance based on any district policy, approved rule, regulation or procedure consistent with Board policy and not a provision of this Agreement shall be final with the decision of the Superintendent or his/her designee and shall not be submitted to Step 3.
10. Continuity of Grievance: Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder prior to the expiration date of this Agreement may be processed through the grievance procedure until resolution.
11. No grievance proceeding hereunder shall limit the authority of the School district to proceed with probationary and/or nonrenewal action pursuant to the procedures established by state law.

## ARTICLE IX - GRIEVANCE

### Section 2

#### PROCEDURES

In the event that a teacher believes there is a basis for a grievance, the teacher may first discuss the alleged grievance with his/her building principal or other appropriate supervisor, either personally or accompanied by his/her Association representative. If the grievance is not thus resolved, formal grievance procedures may be instituted. However, the exhaustion of the informal procedure is not a condition precedent in involving the formal grievance procedure.

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

#### B. Step 2.

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

#### C. Step 3.

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

ARTICLE IX - GRIEVANCE  
Section 2  
PROCEDURES (continued)

D. Grievance Mediation

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

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

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

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. Time Limitation as to Back Pay. Grievance claims regarding retroactive compensation shall be limited to the calendar year during which the grievance occurred.
7. There shall be one (1) person from each party designated as spokesperson for that party at the mediation conference.
8. The mediator will have the authority to meet separately with either party, but will not have the authority to compel the resolution of a grievance.
9. The presentation of facts and considerations shall not be limited to those presented at Step Two of the grievance procedures. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed to him/her.

ARTICLE IX - GRIEVANCE  
Section 2  
PROCEDURES (continued)

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. In the event the Association wants to arbitrate and so notifies the Superintendent of her/his designee, then the grievance shall be submitted to the American Arbitration Association for final and binding arbitration under its Voluntary Labor Arbitration rules, subject to the following conditions:
1. If the parties have agreed upon an arbitrator prior to submitting the grievance for arbitration, then the American Arbitration Association shall be so notified, and the arbitration shall be heard and decided by said arbitrator.
  2. The arbitrator shall specify in the award that the Association or the district, whichever is ruled against by the arbitrator, shall pay the compensation of the arbitrator including necessary expenses.
  3. Time Limitation as to Back Pay. Grievance claims regarding retroactive compensation shall be limited to the calendar year during which the grievance occurred.

## ARTICLE IX - GRIEVANCE

### Section 3

#### INDIVIDUAL COMPLAINTS

If an individual teacher has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure. Any adjustment of the complaint shall not be inconsistent with the terms of this Agreement.

## ARTICLE X

### Section 1

#### THE SUPPLEMENTAL CONTRACT EVALUATION SYSTEM

- 1.0 The evaluation of a teacher'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 teacher is performing unsatisfactorily on one or more of the evaluative criteria, provided the evaluation of a teacher'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.
- 2.0 The teacher'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 teacher contracted year.
- 3.0 A teacher shall be notified by the evaluator within a reasonable time after it becomes apparent that he/she is performing unsatisfactorily. In connection with such notification, a meeting shall be scheduled between the evaluator and the teacher 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.
- 4.0 Upon completion and discussion of the formal Supplemental Contract Appraisal Form with the teacher, the teacher shall sign such form to indicate his/her awareness of the performance appraisal. Such signature shall not necessarily be interpreted to mean agreement with the comments and/or summary statements. A copy of the Supplemental Contract Appraisal Form shall be given to the teacher. In the event the teacher disagrees with the formal evaluation or disagrees with any statement contained in the Supplemental Contract Appraisal Form, he/she may, within fifteen (15) days after the receipt of the formal evaluation form, write a detailed statement concerning the points of disagreement. The statement shall be placed in his/her personnel file with the appraisal form.

## ARTICLE X

### Section 2

#### EVALUATIVE CRITERIA FOR SUPPLEMENTAL CONTRACTS

- 1.0 Knowledge and scholarship in special field.
  - 1.1 Demonstrates depth and breadth of knowledge and strategies of the activity.
  - 1.2 Demonstrates skills, techniques and methods of directing/coaching the activity.
  - 1.3 Demonstrates adequate planning and preparation for scheduled events.
  - 1.4 Demonstrated ability to assess skills of the students in the activity.
- 2.0 Specialized Skills.
  - 2.1 Demonstrates appropriate knowledge, skills and techniques of first aid and safety.
  - 2.2 Demonstrates skills in organizing and directing preliminary and culminating activities.
- 3.0 Management of special and technical environment.
  - 3.1 Demonstrates necessary knowledge of budgeting and purchasing procedures for the activity.
  - 3.2 Demonstrates knowledge of acquisition, management and care of equipment and facilities.
- 4.0 Involvement in assisting pupils, parents, staff and other personnel.
  - 4.1 Demonstrates ability to develop effective student relations.
  - 4.2 Demonstrates ability to work effectively with staff.
  - 4.3 Demonstrates ability to establish effective communications reflecting openness and honesty with the school community and the news media.
  - 4.4 Demonstrates ability to establish effective interpersonal relationships.
- 5.0 The specialist as a professional.
  - 5.1 Demonstrates willingness to participate in in-service and/or other related educational opportunities.
  - 5.2 Demonstrates positive model to students through his/her conduct during leadership of activity.
  - 5.3 Demonstrates knowledge of the applicable league, district and school rules and regulations for the activity through his/her continued support and compliance with them.

**ARTICLE X**

**Section 2**

**EVALUATIVE CRITERIA FOR SUPPLEMENTAL CONTRACTS (continued)**

**6.0 Effort toward improvement when needed.**

- 6.1 Demonstrates continued development of strategies to meet specified goals and objectives.**
- 6.2 Demonstrates willingness to use constructive suggestions.**
- 6.3 Demonstrates willingness to upgrade skills and/or knowledge of activity.**



## ARTICLE XI - SPECIAL EDUCATION

### Section 1

#### PLACEMENT INFORMATION

Forms shall be provided to teachers for the purpose of initiating a focus of concern on any student. The referring teacher shall be informed within twenty (20) school days as to whether there is or is not good reason to believe that the student is a candidate for assessment. For any student on whom a focus of concern has been initiated, the referring teacher may, at any time, request of the Executive Director-Student Support Services information on the current status of the student, including where the student is on the time line and at what point in the process.

For the initial placement, temporary placement or transfer of a student, guidelines set forth in the Special Education Staff Handbook section titled "Placement Procedures" shall be used. Principal or designee shall provide relevant information about the student to the regular education teacher(s). If, after discussion, a teacher or the principal believes placement is inappropriate, either may challenge by calling the Executive Director-Student Support Services. The placement shall not be made until after the Executive Director-Student Support Services has reached a decision regarding whether or not the placement is appropriate.

A placement shall not be made in a special education program (preschool, educationally disabled--resource room, educationally disabled--major part of day, academic adjustment, deaf and hard-of-hearing, orthopedically disabled, developmentally disabled) at either the elementary or secondary level, unless at least one member of the multidisciplinary team has visited the program at that level during the past twelve (12) months.

## ARTICLE XI - SPECIAL EDUCATION

### Section 2

#### REASSESSMENT PROCEDURES

Each teacher shall have the right to have any child in their Special Education classroom reassessed and re-evaluated when present placement appears to no longer meet the needs of the child. Upon written request initiated by the teacher, such evaluation will be made by a multidisciplinary team including the Special Education teacher.

## ARTICLE XI - SPECIAL EDUCATION

### Section 3

#### MAINSTREAMING

Each building principal shall provide a written procedure for communicating mainstreaming needs and concerns with staff. The procedure shall identify how the resource teacher will work with the regular classroom teacher before placing students. The procedure shall include a way to make necessary adjustments and/or corrections after placement. The principal shall monitor the process and resolve disputes.

Discipline standards for special education students including mainstreamed students will be established consistent with the district discipline policy, special education handbook procedures and the IEP process.

## ARTICLE XI - SPECIAL EDUCATION

### Section 4

#### LEGAL RIGHTS

In the event of a lawsuit concerning Special Education where the attendance and/or testimony of a district employee is required, the employee shall have all the necessary travel expenses paid by the district (mileage, meals, parking, etc.). These rights shall be in addition to those rights found in Article IV, Teacher Rights.

## ARTICLE XI - SPECIAL EDUCATION

### Section 5

#### 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 teacher performs specialized procedures, then the teacher will be instructed by the school nurse or other qualified medical personnel prior to the required care.

## ARTICLE XI - SPECIAL EDUCATION

### Section 6

#### INSTRUCTIONAL ASSISTANT TIME

The Executive Director-Student Support Services shall establish guidelines for the apportionment and assignment of allocated instructional assistant time for special education teachers.

Special education teachers shall have the opportunity to consult with the principals regarding the assignment of allocated instructional assistant time.

## ARTICLE XI - SPECIAL EDUCATION

### Section 7

#### SELF-CONTAINED STAFFING

If a special education teacher believes his/her class size is overloaded, then he/she shall request the building administrator to reevaluate the situation. If a building resolution cannot be achieved, the Executive Director-Student Support Services shall determine the final decision. Either the administrator or teacher can make the request for assistance to the Executive Director.

## ARTICLE XI - SPECIAL EDUCATION

### Section 8

#### IEP MEETINGS

It is recognized that mandated IEP parent conferences cannot always be held during the regular scheduled workday due to the unavailability of the parent or guardian. If, based on two (2) attempts or one (1) direct contact with a parent/guardian in an effort to schedule an IEP conference during the regular scheduled day, a special education teacher determines that it is necessary to conduct an IEP conference outside the regular scheduled day, he/she shall be allowed to use special project time or release time to offset the time required outside the regular scheduled day. The maximum special project time per year shall be four (4) hours. The maximum released time per year shall be one (1) day, which can be used in one-half day increments. No teacher shall be entitled to use both special project time and release time under this paragraph during one school year. The district shall make every effort to eliminate barriers to a teacher's use of special project time or release time under this paragraph.

Teachers shall notify the building administrator of the need for any such conference.



## ARTICLE XI - SPECIAL EDUCATION

### Section 9

#### ONGOING COMMITTEE

The parties agree to establish a joint committee of six (6) members to advise the Executive Director-Student Support Services. The joint committee shall be appointed and meet by October 15 to establish an agenda for the school year. A minimum of four (4) additional meetings shall occur.

The task of the committee shall be to:

- a. Review policy and procedure.
- b. Maintain open communication.
- c. Help identify in-service needs for administrators and staff.

The parties agree to add four (4) members from the Student Support Services Project Team to the 1993-94 joint committee of six (6) members. Ex-officio members may be added as the committee deems appropriate.

The task of the expanded committee shall be to:

- a. Review the Student Support Services Project Team recommendation for the creation of an Education Advisory Committee.
- b. To establish the Education Advisory Committee composition and selection process.
- c. To outline the committee's mission.

The Ongoing Committee shall complete its task and make recommendations to the bargaining team by October 1, 1994.

## ARTICLE XII - SHARED DECISION MAKING

### Section 1

We believe that shared decision making is a means of generating structure through a continuing dialogue centered around our district 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.

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 the shared decision-making model as outlined in KSD policy 2010.

A school which has developed a plan which conflicts with this agreement can ask for a waiver. Such a request will be granted by the parties, provided it is mutually agreed that the waiver will create a sound educational environment and will not jeopardize either party's interests. Waivers approved will be granted for up to one (1) year.

### DURATION AND ACCEPTANCE OF AGREEMENT

This Agreement shall be effective September 1, 1996 and shall continue in effect through August 31, 1999. 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 during April 1999.

It is the intent of the parties to be able to discuss and potentially modify any section of the Agreement during the term of the Agreement. Before October 1 of each year, the parties shall determine a list of mutually agreed upon sections to reopen for negotiations during the school year. Additionally, each school year, each party may select up to three (3) sections of the Agreement for renegotiation, not including Article III, Section 10. Any modification mutually agreed to in writing by the parties shall be incorporated into the Agreement upon ratification by both of the parties unless another effective date is specified. This Agreement is signed this 3rd day of May, 1996.

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

DURATION AND ACCEPTANCE OF AGREEMENT (continued)

In witness thereof:

FOR THE ASSOCIATION

Marilyn Hickox  
KEA President

Alfred Olson  
Chief Negotiator

Richard B. Smith  
Negotiation Team Member

Mary L. Ford  
Negotiation Team Member

William J. Harner  
Negotiation Team Member

Kenneth R. Hultquist  
Negotiation Team Member

Ray Turner  
Negotiation Team Member

John J. A.  
Negotiation Team Member

FOR THE DISTRICT

Linda R. Petersen  
President, Board of Directors

James E. Hogan  
Secretary of the Board

Robert A. Whitney  
Chief Negotiator

Sandra Myers  
Negotiation Team Member

Marcia Slater  
Negotiation Team Member

Shirley A. Moore  
Negotiation Team Member

Bob Erickson  
Negotiation Team Member

Joseph McNamee  
Negotiation Team Member

Angela L. Anderson  
Negotiation Team Member

Exhibit A

KENT SCHOOL DISTRICT NO. 415  
CERTIFICATED PERFORMANCE APPRAISAL  
FOR CLASSROOM TEACHERS

TYPE:  
Annual \_\_\_\_\_  
90-Day \_\_\_\_\_  
Other \_\_\_\_\_

NAME: \_\_\_\_\_

Appraisal Period: From: \_\_\_\_\_ To: \_\_\_\_\_

School or Department: \_\_\_\_\_

Position Title: \_\_\_\_\_

It is the purpose of this form to provide guidelines by which the appraiser and appraisee can present dialogue that will lead to the improvement of instruction. This dialogue will concern itself with the skills and responsibility of the profession, will be prescriptive in nature, when possible, and shall be based on mutual concern of the appraiser and appraisee.

The form is designed to assist the appraiser and appraisee both in formulating and recording an accurate appraisal of the individual's efforts toward fulfilling requirements which relate to responsibility and effectiveness. Its purpose is to help the appraiser and appraisee improve performance. Therefore, the form provides for:

1. The identification of performance factors pertinent to those requirements which relate to effectiveness.
2. The setting of goals and objectives between the appraiser and appraisee. These objectives may be modified or eliminated as the need arises. They will indicate ways of developing growth within the classroom, the building, the district, and the profession.

Each section of the form has its own instructions, but the following general assumptions should also be kept in mind.

1. The main purpose of appraisal is to improve performance.
2. The appraisal should be based on observation and other pertinent data.
3. The appraisal form should allow for flexibility of use. It will be used practicably by the supervisor.
4. Dialogue between appraiser and appraisee in pre-conference and post-conference is necessary.
5. The criteria shall be selected from either the developed evaluative criteria or other appropriate criteria.

Prepared by \_\_\_\_\_ Date \_\_\_\_\_

I have read this appraisal of my performance and discussed it with my supervisor.

\_\_\_\_\_ Date \_\_\_\_\_ Statement by Appraisee Attached:

☐ Yes ☐ No

Performance Appraisal for Classroom Teachers - Page 2

Objectives for the current year: \_\_\_\_\_

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Consider the factors below in determining the final performance rating. Indicate the appraisal rating by placing a check in the appropriate box.

	Satis.	Not Satis.
1. Professional preparation and scholarship.	<input type="checkbox"/>	<input type="checkbox"/>
2. Knowledge of subject matter.	<input type="checkbox"/>	<input type="checkbox"/>
3. Instructional skills.	<input type="checkbox"/>	<input type="checkbox"/>
4. Classroom management.	<input type="checkbox"/>	<input type="checkbox"/>
5. Discipline and attendant problems.	<input type="checkbox"/>	<input type="checkbox"/>
6. Interest in teaching students.	<input type="checkbox"/>	<input type="checkbox"/>
7. Effort toward improvement, when necessary.	<input type="checkbox"/>	<input type="checkbox"/>

If "not satisfactory" is marked, then specific supporting comments are required.

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Exhibit B

KENT SCHOOL DISTRICT NO. 415  
CERTIFICATED PERFORMANCE APPRAISAL  
FOR OTHER CERTIFICATED SUPPORT PERSONNEL

TYPE:  
Annual \_\_\_\_\_  
90-Day \_\_\_\_\_  
Other \_\_\_\_\_

NAME: \_\_\_\_\_

Appraisal Period: From: \_\_\_\_\_ To: \_\_\_\_\_

School or Department: \_\_\_\_\_

Position Title: \_\_\_\_\_

It is the purpose of this form to provide guidelines by which the appraiser and appraisee can present dialogue that will lead to the improvement of instruction. This dialogue will concern itself with the skills and responsibility of the profession, will be prescriptive in nature, when possible, and shall be based on mutual concern of the appraiser and appraisee.

The form is designed to assist the appraiser and appraisee both in formulating and recording an accurate appraisal of the individual's efforts toward fulfilling requirements which relate to responsibility and effectiveness. Its purpose is to help the appraiser and appraisee improve performance. Therefore, the form provides for:

1. The identification of performance factors pertinent to those requirements which relate to effectiveness.
2. The setting of goals and objectives between the appraiser and appraisee. These objectives may be modified or eliminated as the need arises. They will indicate ways of developing growth within the classroom, the building, the district, and the profession.

Each section of the form has its own instructions, but the following general assumptions should also be kept in mind.

1. The main purpose of appraisal is to improve performance.
2. The appraisal should be based on observation and other pertinent data.
3. The appraisal form should allow for flexibility of use. It will be used practicably by the supervisor.
4. Dialogue between appraiser and appraisee is necessary.
5. The criteria shall be selected from either the developed evaluative criteria or other appropriate criteria.

Prepared by \_\_\_\_\_ Date \_\_\_\_\_

I have read this appraisal of my performance and discussed it with my supervisor.

\_\_\_\_\_ Date \_\_\_\_\_ Statement by Appraisee Attached:

☐ Yes ☐ No

OTHER CERTIFICATED SUPPORT PERSONNEL - Page 2

Objectives for the current year: \_\_\_\_\_

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Consider the factors below in determining the final performance rating. Indicate the appraisal rating by placing a check in the appropriate box.

	Satis.	Not Satis.
1. Knowledge and scholarship in special field.	<input type="checkbox"/>	<input type="checkbox"/>
2. Specialized skills.	<input type="checkbox"/>	<input type="checkbox"/>
3. Management of special and technical environment.	<input type="checkbox"/>	<input type="checkbox"/>
4. Involvement in assisting pupils, parents and educational personnel.	<input type="checkbox"/>	<input type="checkbox"/>
5. The specialist as a professional.	<input type="checkbox"/>	<input type="checkbox"/>
6. Effort toward improvement, when necessary.	<input type="checkbox"/>	<input type="checkbox"/>

If "not satisfactory" is marked, then specific supporting comments are required.

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Exhibit C

KENT SCHOOL DISTRICT #415  
SUPPLEMENTAL CONTRACT PERFORMANCE APPRAISAL  
FOR CERTIFICATED PERSONNEL

NAME: \_\_\_\_\_

APPRAISAL PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

SUPPLEMENTAL CONTRACT BEING APPRAISED: \_\_\_\_\_

☐ The performance of the supplementally contracted duties was satisfactory.

☐ The performance of the supplementally contracted duties was not satisfactory.

PREPARED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

If the performance was marked "satisfactory," then comments are optional.

If the performance was marked "not satisfactory," then supporting comments are required.

I have read this appraisal of my performance and discussed it with my supervisor.

\_\_\_\_\_  
(Signature) DATE: \_\_\_\_\_

Statement by Appraisee Attached: ☐ Yes ☐ No

Exhibit S

KENT SCHOOL DISTRICT #415  
SHORT FORM PERFORMANCE EVALUATION  
FOR CERTIFICATED PERSONNEL

NAME: \_\_\_\_\_

Appraisal Period: \_\_\_\_\_ School Year

School or Department: \_\_\_\_\_

Position Title: \_\_\_\_\_

Nature of Observations: (check appropriate box below):

☐ One observation with written report  
Observation date \_\_\_\_\_

☐ Two observations without written report  
Observation dates \_\_\_\_\_ and \_\_\_\_\_

This certificated employee's performance is satisfactory for this school year.

Prepared by: \_\_\_\_\_ Date: \_\_\_\_\_

I have read this appraisal of my performance and discussed it with my supervisor.

\_\_\_\_\_ DATE: \_\_\_\_\_

Statement by Appraisee Attached: ☐ Yes ☐ No

Exhibit D

COMPLAINT BY THE AGGRIEVED

Type or Print:

Grievant's Name \_\_\_\_\_ Date of Formal Presentation \_\_\_\_\_

Home Address of Aggrieved Person \_\_\_\_\_ Telephone \_\_\_\_\_  
\_\_\_\_\_

School \_\_\_\_\_ Immediate Supervisor \_\_\_\_\_

Years in School System \_\_\_\_\_ Subject Area or Grade \_\_\_\_\_

Association Representative \_\_\_\_\_

STATEMENT OF GRIEVANCE: (Include section of Agreement allegedly violated)

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RELIEF SOUGHT: \_\_\_\_\_

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\_\_\_\_\_  
Signature of Aggrieved

Exhibit E

CERTIFICATED EMPLOYEE CONTRACT  
(NONSUPERVISORY)  
1997-98

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  
during the 1997-98 school year, which shall  
include 180 days of service exclusive of school holidays, school vacations, and any  
regularly scheduled school days cancelled because of inclement weather or emergency.

Employee shall perform such duties as may reasonably be assigned by his or her principal  
or other supervisor, including such duties as may be prescribed by the applicable  
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 1997-98 provisions of the  
collective bargaining agreement between the District and the Association.

As of this date, the District and the Association have not finalized collective bargaining  
for the 1997-98 school year. The provisions of this contract, including provisions relating  
to salary and any retroactivity thereof, the first work day and the number of days of  
service are subject to amendment to the extent necessary to conform to the provisions of  
any agreements covering the 1997-98 school year entered into by the District and the  
Association.

Employee's annual base salary shall be based on the applicable salary schedule as  
determined above. The annual salary shall be payable in 12 installments commencing on  
September 30, 1997, with successive installments being payable on the last calendar day  
of each month, excluding Saturday, Sunday, or holidays. December payroll checks shall  
be distributed on the last scheduled school day preceding the winter vacation.

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's superintendent's office on or before May 30, 1997. In the event  
Employee fails to sign and return this contract on the terms stated within the time  
specified, this contract will be void and the District will consider Employee to have  
waived any right to employment with the District.

By order of the Board of Directors

By: \_\_\_\_\_  
James L. Hager  
Secretary to the Board

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

Date signed: \_\_\_\_\_

KSD: KEA '9798  
Administrative Offices, 12033 SE 256th St., Kent, WA 98031-6643

Exhibit F

KENT SCHOOL DISTRICT  
EMPLOYMENT AUTHORIZATION  
SUPPLEMENTAL CONTRACT  
1997-98

EMPLOYEE NAME  
ADDRESS  
PHONE NUMBER

EMP ID  
SSN

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.

As of this date, the District and the Kent Education Association (Association) have not finalized collective bargaining for the 1997-98 school year. The provisions of this contract, including provisions relating to salary are subject to amendment to the extent necessary to conform to the provisions of any agreements covering the 1997-98 school year entered into by the District and the 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 \_\_\_\_\_  
James L. Hager  
Secretary of the Board

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

KSD/KEA '9798  
Administrative Offices, 12033 SE 256th, Kent, WA 98031-6643

Exhibit G

KENT SCHOOL DISTRICT  
EMPLOYMENT AUTHORIZATION

SEPARATE CONTRACT  
FOR  
EDUCATIONAL EXCELLENCE  
1997-98

EMPLOYEE NAME

EMP ID

ADDRESS

PHONE

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 authorized to, in addition to the duties and services under Employee's certificated contract, perform the following assigned additional days/duties in the public schools of the District during the 1997-98 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.

This contract must be signed by the Employee and returned to the human resources office no 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 as contained in the Policy and Procedures Book.

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

By

James L. Hager  
Secretary of the Board

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

KSD/KEA '9798  
Administrative Offices, 12033 SE 256th, Kent, WA 98031-6643

## Exhibit H

**1997-98 Kent Teachers' Salary Schedule**

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135 *	MA	MA+45	MA+90 or PHD
0	22,950	23,570	24,212	24,855	26,920	28,251	27,516	29,581	30,912
1	23,702	24,342	25,005	25,690	27,816	29,165	28,351	30,477	31,825
2	24,469	25,129	25,812	26,563	28,725	30,115	29,224	31,386	32,774
3	25,275	25,955	26,657	27,450	29,650	31,100	30,111	32,311	33,761
4	26,095	26,818	27,540	28,375	30,632	32,123	31,036	33,293	34,783
5	26,953	27,695	28,437	29,336	31,629	33,180	31,996	34,290	35,840
6	27,847	28,586	29,370	30,333	32,661	34,250	32,994	35,322	36,911
7	28,756	29,513	30,316	31,341	33,727	35,377	34,002	36,388	38,038
8	29,678	30,477	31,299	32,408	34,827	36,537	35,069	37,488	39,198
9		31,475	32,337	33,487	35,962	37,730	36,147	38,623	40,391
10			33,388	34,621	37,129	38,956	37,282	39,790	41,617
11				35,788	38,351	40,214	38,449	41,012	42,875
12				36,918	39,605	41,525	39,662	42,266	44,186
13					40,890	42,867	40,917	43,551	45,528
14					42,182	44,260	42,210	44,927	46,921
15 or more					43,279	45,411	43,307	46,095	48,141

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

## Exhibit I - Insurance Benefits

The Kent School District and Kent Education Association have agreed that the district will provide the following mandatory insurance program and options for teachers to choose from as provided in Article VI, Section 9, of the 1997-98 Negotiated Agreement:

WEA Select Dental Plan: Washington Dental Service Program #186

WEA Select Dental Managed Care Plan: Washington Dental Service Program #188

WEA Select Group Term Life and AD & D: Provident Life & Accident

WEA Select Disability Program: Mutual Benefit

Group Health Cooperative of Puget Sound

King County Medical/Blue Shield

King County Medical Selections

WEA Select Medical Traditional Plan I (365 Plan)

WEA Select Medical Preferred Plan

WEA Select HMO, Health Plus, Plan A, RX3 with Vision Supplement

Pacific Health Plan

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

Washington National Salary Insurance

Lone Star Teachers' Disability Salary Insurance

Colonial Life Accident Insurance

Combined Services Life Insurance Program

Colonial Cancer Insurance

Dated this 20th day of August, 1997.

FOR THE KENT SCHOOL DISTRICT:

  
Margaret A. Whitney

FOR THE KENT EDUCATION ASSOCIATION:

  
Debbie Bickert