

ORIGINAL

**Collective Bargaining Agreement
Between the
KIONA-BENTON CITY
SCHOOL DISTRICT
And the
KIONA-BENTON
EDUCATION ASSOCIATION**

August 31, 2023, through August 31, 2024



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Preamble

THIS COLLECTIVE BARGAINING AGREEMENT is made and entered into by and between the Board of Directors of the Kiona-Benton School District No. 52, hereinafter called the "Board" or "District" and the Kiona-Benton Education Association, hereinafter called the "Association".

WHEREAS, the Board and Association have a statutory obligation, pursuant to RCW 41.59 to bargain with respect to wages, hours, terms, and conditions of employment, and

WHEREAS, the parties acknowledge the importance of effective employee-employer relations, and

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

NOW THEREFORE, it is hereby agreed as follows:

Article I – Administration

SECTION 1: A. Definition of Terms

Unless specifically otherwise provided for elsewhere herein, the following definitions will apply to this Agreement:

1. The term “District” shall mean Kiona-Benton School District No. 52, Benton County, Washington.
2. The term “Board” shall mean the Board of Directors of the District.
3. The term “Association” shall mean the Kiona-Benton Education Association.
4. The term “Parties” shall mean the District and the Association.
5. The term “Agreement” shall mean this collective bargaining agreement.
6. The term “Employee(s)” shall mean those educational employees for whom the Association is the recognized bargaining agent.
7. The term “WAC” shall mean the Washington Administrative Code.
8. The term “RCW” shall mean the Revised Code of Washington.
9. The term “Superintendent” shall mean the chief administrative officer of the District or his/her designee.
10. The term “President” shall mean the President of the Association or his/her designee.
11. The term “contract” shall mean the individual contract issued to each employee pursuant to RCW 28A.405.210.
12. The term “supplemental contract” shall mean that contract issued and signed in accordance with RCW. 28A. 405.240.
13. The term “SPI” shall mean the office of Superintendent of Public Instruction.
14. The term “AR” shall mean Association Representative(s).
15. The term “PGP” shall mean Professional Growth Plan.
16. The term “BEA” shall mean Basic Education Act.
17. The term “EAC” shall mean Education Advisory Committee.
18. The term “day” shall mean a day that the District administrative office is open for business to the public (business day), except for Article III, Section 5, Evaluation Procedure, where the term “day” shall mean an instructional day.
19. The term “PLC” shall mean Professional Learning Community.
20. The term “Elementary” shall mean Pre K-5th Grades.
21. The term "Secondary" shall mean 6th-12th Grade.
22. The term “Teachers” shall mean include any teacher with prep time.
23. The term “SIS” shall mean Student information System.

24. The term "TMS" shall mean Time Management System.

SECTION 1: B. Exclusive Recognition

The Board hereby recognizes the Association as the exclusive bargaining representative for all certificated employees who are under contract for services with the District or on approved leave and substitute teachers who are employed for twenty (20) or more consecutive days or who have been employed for thirty (30) or more days during the previous twelve (12) months.

Employees in newly created positions which are clearly questionable whether the position is nonsupervisory shall be represented by the Association until a determination is made by PERC.

Such representation shall exclude: Superintendent, Principals, Assistant Principals, and others who may be excluded by statute.

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

SECTION 2: Management Rights

The right to manage the School District and to direct its employees and operations is vested in and retained by the Board, except as this right is limited by the Agreement.

SECTION 3: Status of the Agreement

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District that shall be contrary to its terms.

Existing rules, regulations, policies, resolutions, or practices of the District not in conflict with this Agreement may remain in full force.

Nothing contained herein shall be interpreted and/or applied to reduce individual salaries, employee benefits and practices accrued prior to the effective date of this Agreement except those that are modified by this Agreement.

SECTION 4: 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 the Agreement to any employee or groups of employees covered hereby, shall be found contrary to law by a court of competent jurisdiction, such application or provision 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.

SECTION 5: Distribution of Agreement

Within fifteen (15) days following ratification of the Agreement by both parties an electronic [pdf] contract will be made available and posted on the school district internet website. In addition, two copies, one for each party, will be printed in hard copy form. All newly hired employees will be made aware of the district internet website and its contents.

SECTION 6: Agreement Administration

Association representative(s) may meet with the Superintendent at mutually agreeable times during the school year to review school problems and practices related to the administration of this Agreement.

SECTION 7: Labor Management Committee

A labor management committee will be established during the school year for the purpose of discussing matters of mutual concern including the development of teaching assignments and schedules. The committee will meet on a scheduled basis (monthly) and follow an agenda of items submitted by both parties. In addition, it is recognized that the district and union may meet periodically to discuss issues of concern. Generally, this meeting will include the President of the Union or his/her designee and the Superintendent or his/her designee as well as other parties deemed necessary to conduct business.

Article II - Business

SECTION 1: Payroll Deductions - Membership Dues

1. Certificated employees of the district who are represented under this Agreement may voluntarily request automatic payroll deduction of Association dues. Employees may request this automatic monthly payroll deduction through the treasurer of the Association to the Board.
2. The Association shall provide an automatic payroll deduction authorization form to each certificated employee. The certificated employee may sign and deliver such authorization to the Association during the enrollment period at the beginning of the school year. Once an employee has signed the automatic payroll authorization form, dues deductions shall be made on a continuous basis thereafter. Revocation of such authorization shall be made in writing to the Association between August 1 and August 31 of any calendar year and shall become effective on August 31 of the year in which the notice of revocation is given. The Association shall submit notice of such revocation to the District payroll office within five (5) days of receipt of said revocation. Exceptions based on hardship or emergency shall be adjusted by the Association.
3. The Association agrees to indemnify and hold the Board harmless from any and all claims, suits, or other forms of liability arising out of the Board's compliance with this provision.

SECTION 2: Other Deductions

The District shall, upon receipt of authorization from a certificated employee, deduct from the certificated employee's salary and make appropriate remittance for medical plan, WEA/NEA PAC, tax sheltered annuities, credit unions, United Way, and payroll savings. All such plans or programs must be approved by the Association and the Board and must conform to the limits of the District's payroll system.

SECTION 3A: Association Rights

1. The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:
2. The Association and its membership have the privilege of using school building facilities for meetings, providing that such meetings shall not interfere with the normal school operations. Building use shall be arranged through the building principal and shall have priority over non-school organizations, including governmental, non-profit, and community organizations, in scheduling. The Association and its representatives shall be permitted reasonable access to the District buildings and its members for the purpose of conducting Association business provided they report to the office of the building administrator and provided that such access shall not interfere with the District educational program.
3. The Association may post notices of activities and matters of Association concern on a bulletin board in the faculty lounge in each school building. Such notices shall contain the posting date and the name of the authorizing Association and / or official. It is understood that union business shall be conducted during non-instructional time.

4. The Association may have the right to use electronic mail systems and / or the mail boxes in the school building for the distribution of bulletins, leaflets and pamphlets if such usage does not interfere with school district usage.
5. Upon request, the District shall make available to the Association information, as required under statute, which will assist the Association in carrying out its responsibility as the bargaining representative. Any extra costs of preparation or copying shall be borne by the Association at the rate customarily charged the general public.
6. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment.
7. Any officer or authorized representative of the Association shall have the right to visit district buildings, individual educators, or groups of educators of the bargaining unit at any time.
8. The Association shall have the right to present at any District or building meetings at the beginning or conclusion of said meetings at the Association's discretion for thirty minutes and to have the right to have only bargaining unit members or association members present at the Association's discretion. Such meetings shall include, but not be limited to, new employee orientation meetings, for which purpose the Association will have not less than one hour on the agenda. Association membership forms and related information provided by the Association will be included in all new hire packets.
9. If the district holds or co-sponsors a job or benefit fair, the Association will be given notice not less than sixty (60) days in advance and will have the right to operate its own table or booth to provide information to participants throughout the duration of the event.
10. Representatives duly authorized by the Association may participate during work hours in negotiations, grievance proceedings, conferences, or meetings with representatives of the district without loss of pay.
11. The administration shall furnish the Association data and information concerning the financial resources of the district, including, but not limited to, annual financial reports and audits, tentative budgeting requirements and allocations, agenda and minutes of all board meetings held in open session, student enrollment; membership data on a monthly basis, including the name, assignment, work site, FTE, salary schedule placement, home address, work and home phone numbers, and email address of each employee, and employee directory; and any other information available in accordance with laws pertaining to the availability of district data.
12. Before the beginning of the school year, the District shall provide the Association with a list of the names of newly hired or reassigned employees, and their contact information including the including the name, assignment, work site, FTE, salary schedule placement, home address, work and home phone numbers, and email address of each new hire. For the purpose of this section, the date of hire shall be considered to be the day on which the new employee accepted an offer of employment. The district will also include the names of any bargaining unit members

who are on a leave of absence, the anticipated duration of such a leave, and any changes in contact information during the time of the leave. When new employees are hired following the August 1st report, the district will provide the information listed above within three business days of the date of hire.

13. The Association shall promptly be notified by the District of any disciplinary actions of any employee. The Association shall have the right to have a representative at all meetings pertaining to disciplinary actions.
14. In September and January of each year (no later than the 30th), the district shall provide all demographic information of certificated employees. This information shall include the employee's name and date of hire; the employee's contact information, including (i) cellular, home, and work telephone numbers; (ii) work and the most up-to-date personal email addresses; and (iii) home address or personal mailing address; and including the employee's job title, salary or rate of pay, and work site location/building. This list shall be delivered to the president via email within the timeline noted above.

SECTION 3B: Employee Building Access

Employees shall have the right to access their work site, classroom, and common workspaces during the course of the school year, during break periods, and on weekends. Reasonable restrictions on building access may be made if necessitated for cleaning and maintenance of a work site. Employees will comply with reasonable district procedures for weekend access, including prior communication to site administrator.

Article III - Personnel

SECTION 1: Employee Rights

1. The provisions of the Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, age, sex, marital status, gender identification, membership, or non-membership in the Association except as required in accordance with this Agreement or otherwise provided by law.
2. Employees shall have the right to self-organization, to form, join, or assist the Association to bargain collectively through representatives of their own choosing and the right to refrain from such activities.
3. Employees shall not be disciplined without just cause (see Appendix E). The specific grounds forming the basis for any formal disciplinary action will be made available to the employee and the Association in writing.
4. The District will follow a policy of progressive discipline which may include, generally in this order: verbal warning, written reprimand, administrative leave with pay, suspension, or termination. Any disciplinary action taken against an employee shall be appropriate to the seriousness of the offense, and the behavior which precipitated said action. Illegal or flagrant misconduct may result in discharge or non-renewal with notification to OSPI Office of Professional Practice as required by law. See the list (Appendix G) of violations that may lead to the District not following progressive discipline procedures.
5. Any formal, signed, written complaint made against a certificated employee by any parent, student, or other persons, will be called to the attention of the certificated employee within five (5) days of receiving the complaint, except in cases of criminal investigation. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the certificated employee and shall be destroyed in the presence of the affected employee.
6. In the event that an administrator or agent of the district has the need to critique the performance of an employee for disciplinary or evaluative purposes, this conversation will be held in private. The exceptions being cases of health or safety of staff or students that require immediate address.
7. An employee shall be advised in advance of the right to have a representative of his/her choice present during all investigatory and disciplinary meetings and shall be provided with a reasonable amount of time to secure the representative of choice. There will be no more than a five (5) day delay in such meeting due to the request for counsel. Details of the incident or incidents to be discussed will be provided in writing in advance of the meeting unless such notice will compromise an investigation. Information pertinent to the investigation will be disclosed, and the employee will be provided an opportunity to respond, prior to the imposition of disciplinary action. All meetings and hearings shall be conducted in private and shall be scheduled so as to provide the employee time to secure the counsel of choice, subject to the provisions of this paragraph.

8. Any employee receiving notification of nonrenewal of contract, discharge or adverse effect may elect to challenge imposed discipline by having the matter heard by a hearing officer in accordance with RCW 28A.405.300 or RCW 28A.405.310 or in accordance with the grievance procedure. If an employee invokes his/her right under statute to challenge the discipline, and continues to pursue the statutory appeal process, the parties agree that the Association may not advance the grievance on behalf of the employee to the arbitration step. The Association may advance the grievance to the arbitration step on behalf of the employee if said employee agrees to waive his/her right to challenge the discipline under applicable statute; said waiver to be in writing.
9. In the event the employee waives his/her right to challenge proposed discipline through the statutory appeal process, and instead grieves the discipline through the Association to arbitration, the proposed discipline shall be held in abeyance until any adverse ruling is received from the arbitrator. Holding proposed discipline in abeyance does not prevent the employer from placing the member on administrative leave with pay until a ruling is received.
10. At the elementary and middle schools, employees shall not be required to individually proctor or administer state-mandated standardized or norm-referenced tests or assessments. Two or more employees shall be assigned to each testing room for such duties if the individual employee requests. At the high school, every reasonable attempt shall be made to accommodate employees requesting this provision. Further, the District shall offer yearly training in assessment administration to all employees assigned proctoring and administering duties. Employees shall participate in such training when offered. Such training shall be offered during regular contract hours, or if offered beyond the regular contract day, employees shall receive individual per diem hourly rate for attending. Employees not offered such training shall not be subject to disciplinary action from mistakes made while proctoring or administering these tests. Also, the parties agree that for the purposes of either short or long form evaluation, employees may not be marked unsatisfactory in any category on the evaluation form based solely on state-mandated student test scores.

SECTION 2: Staff Protection

A certificated employee who is threatened by any person or group while carrying out assigned duties shall immediately notify the immediate supervisor. Immediate steps shall be taken, in cooperation with the employee, to provide for the employee's safety including notifying the police if necessary. Precautionary measures for the employee's safety shall be reported to the Superintendent at the earliest possible time.

When a principal becomes aware of a threat, they will:

1. Identify the person making the threat.
2. Identify the nature of the threat.
3. Inform the employee.
4. Ask for the employee's input.

5. Decide whether to call the police
6. Assist an employee who wishes to file a complaint and/or a restraining order.

The district will support any employee in seeking legal redress for violations of the law committed by students or members of the public who verbally or physically abuse an employee while they are performing duties for the district.

Additionally, employees are encouraged to file a complaint with the district and provide a copy to the association in any situation when student misuse of technology threatens an employee's safety and/or professional reputation.

The district will take all reasonable steps to protect employees from cyber bullying, derogatory web postings and video, harassment via e-mail, fraudulent personal websites or postings, false electronic text messaging, or other technology misconduct that threatens a certificated employee's safety and/or professional reputation. The district will reasonably investigate evidence of such activity and take action when appropriate.

If necessary, the district will notify law enforcement agencies regarding any such activities perpetrated against an employee and seek enforcement of pertinent laws and all pertinent provisions of the WAC Codes and RCWs.

Any incident involving harassment of an employee will be promptly investigated by the district. The district will take appropriate action against perpetrators and report findings and actions to the impacted employee and the association.

The district expects employees using the services of private lawyers to cover their own obligations for fees or costs incurred by the use of those services.

The District shall reimburse certificated employees for replacement of any personal property damaged, destroyed or stolen during the course of their employment provided that a certificated employee exercised reasonable safeguards in maintaining security of his / her personal belongings. If it is confirmed that an employee's motor vehicle is damaged by a student of the district, a pool of \$1500 will be set aside to cover deductible expenses. Items under \$50 will not be subject to claim pursuant to this section. All personal property subject to claim shall be registered with the building principal on a form available in the main office of each school building. Registration of personal property shall be required upon entry and notification shall be given to the main office when the personal property is removed from the employee's work station by said employee. In addition, the District agrees that it will protect employees against loss or damage to personal property (including motor vehicle and items under \$50) while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof when deemed necessary by the employee as per RCW 28A.400.370.

Safe Working Environment: The District's goal is to provide a safe and healthy work environment for all staff. When the District becomes aware of any environmental condition that negatively impacts learning, health or safety, the District will take reasonable actions to resolve the issue and will report to the building staff the circumstances and actions take to resolve the issue.

Personal Injury: During the absence of any bargaining unit member due to illness or injury incurred during the course of employment, the district will grant the injured employee a leave with contract pay for a period not to exceed one year, or to the limit of the accumulated sick leave provided for in this contract.

During this period of disability, an employee may use his or her sick leave to compensate for the difference in the amount of state industrial insurance, teacher retirement disability, and his or her regular salary, to the limits of his or her accrued sick leave. The sick leave will be reduced in the same ratio as the payout bears to this total salary. The district will maintain all benefits.

Matters relating to unsafe health or safety conditions will be reported to the building principal. The parties will abide by the applicable safety standards set forth in the Washington Industrial Safety and Health Act.

SECTION 3: Safety

The District shall provide emergency procedures, which shall include a method of rapidly communicating a need for assistance in emergency situations when a potential physical harm is evident, or when immediate assistance is required. These provisions shall be in place and formally presented to the employees prior to the first day of student attendance.

An employee may restrain a student when it is necessary for the protection of others or for self-defense.

Recognizing that confidential information contained in student records may only be disseminated among staff on a need-to-know basis, the District and the Association affirm that where a student or student's family is recognized by the District as posing a safety threat, the affected employee should be so notified before the student is placed in the employee's class or case load. The District and the Association agree to form a committee in each building to create a plan of action regarding the dissemination of information regarding dangerous students or their families and/or other pertinent information regarding students with special needs in the placement of said student. This information will be shared only with staff in contact with the student on a daily basis.

The District will provide no less than one in-service per year on safety issues such as gang detection, drug use/detection, discipline issues, safety training, or other issues voted on by each building/staff.

Each employee shall be provided with a locking storage area in order to secure tests and other sensitive materials, including personal items.

SECTION 4: Academic Freedom

1. The principle of academic freedom for certificated employees shall not supersede the basic responsibilities of the employee to the education profession. These responsibilities include: (a) a commitment to support the Constitution of the United

States; (b) a concern for the welfare, growth, and development of children; and (c) an insistence upon objective scholarship.

2. Free interchange of ideas leading to clearer understandings at the maturity level of pupils must be expected as a part of effective teaching. Any challenge of members of the professional staff relative to the use of educational materials on the basis of suitability, upon their presentation of ideas involving morality or patriotism, or upon their literary merit shall be resolved through utilizing established administrative channels.
3. Certificated employees must be free to think and express ideas, free from undue pressure of authority and free to act within their professional group. Such freedom must not be restricted except as it conflicts with the basic responsibility to utilize the current District authorized courses of study and to follow established District policies relating to review and presentation of controversial issues.
4. The lodging of a complaint about supplementary materials to be used to augment adopted curriculum will be investigated in accordance with the District's instructional materials policy.

SECTION 5: Grievance Procedure: Purpose

The purpose of this grievance procedure is to provide a means for the orderly and expeditious adjustment of a grievance by a certificated employee or the Association. A claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement to the detriment of the claimant may be processed as a grievance as hereinafter provided. Matters for which statute provides another course of review shall be excluded from the grievance procedure. (Grievance form — Appendix C). In the event that an employee believes there is a basis for a grievance, the teacher may first discuss the alleged grievance with their building principal or other appropriate supervisor either personally or accompanied by their Association representative. The parties agree that every effort shall be made to solve grievances at the lowest level. If the grievance is not thus resolved, formal grievance procedures may be instituted.

Step I - The grievant may invoke the formal grievance procedure through the Association on the grievance form that will be available 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 school building, it may be filed with the Superintendent or a representative designated by the Superintendent. A grievance must be filed within twenty (20) days of the occurrence of which the employee complains.

Step I (REPLY) – Within ten (10) days of receipt of the written grievance, the principal or appropriate supervisor shall meet with the grievant in an effort to resolve the grievance. The principal or appropriate supervisor shall indicate their disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.

Step II - If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) days of such meeting the grievance shall be

transmitted to the Superintendent. Within ten (10) days, the Superintendent or his/her designee shall meet with the grievant on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.

Step III - In the event that the Grievant is not satisfied with the results at Step II or if the grievance is not resolved at Step II, the grievant may, within twenty (20) days of the completion of Step II, appeal the grievance to the Board of Directors. Failure of a grievant to timely appeal to the Board of will constitute an automatic waiver of the grievance. Conversely if the Board fails to give a timely response, the Association may move the grievance to the next step in the grievance procedure. Upon receipt of the request for appeal by the grievant to the Board, the Board shall schedule a hearing of the appeal for not later than thirty (30) days after receipt of the request or the Board may, at its option, elect to waive Step III and so notify the grievant in writing in which case, the grievant may proceed directly to arbitration through the Association. The Board will issue a written response to the grievance within twenty (20) days after hearing the grievance.

Step IV - Binding Arbitration

1. If the Association is not satisfied with the Board's decision, or if the Board elects to waive Step III, or if no decision has been made within twenty (20) days, the grievance, only at the option of the Association, shall be submitted to an impartial arbitrator.
2. Within twenty (20) school days of receipt (or lack of receipt) of the written decision of the Board, the Association shall exercise its right of arbitration by giving the Superintendent and Board written notice of its intent to arbitrate.
3. Arbitrations will be conducted through case administration of the American Arbitration Association [AAA], pursuant to that organization's Labor Arbitration Rules, and its standard "blind strike" arbitrator selection methodology, or, by mutual agreement of the parties, Arbitrations will be conducted by a staff arbitrator of the Public Employment Relations Commission, pursuant to the rules and procedures of that organization.
4. The Board and the Association shall not be permitted to assert any grounds or evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon both parties.
5. *Arbitration Costs:* Arbitration costs will be born equally between the parties. Both parties agree to share facility costs if necessary. Each party will bear its own attorney fees in arbitration.
6. *Jurisdiction of the Arbitrator:* The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

Time Limits

The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any

year, the Board shall use its best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible. Failure of the Association to proceed with its grievance within the times provided shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action within the times provided shall entitle the Association to proceed to the next step of the grievance procedure.

Grievance and Arbitration 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 employee witnesses who will be provided necessary release time at the request of the Association or the District. For arbitration or PERC hearings, the District will pay release time for one Association representative. Additional representatives or Association witnesses will be the responsibility of the Association with respect to compensation. No employee shall suffer loss of benefits. Every effort will be made to avoid disruption of the educational program.

Individual Complaints

In accordance with RCW 41.59.090 any teacher may, at any time, present his/her grievance to the District and have his/her grievance adjusted without the intervention of the Association, as long as the Association has been given an opportunity to be present and to make its views known, and as long as the adjustment is not inconsistent with the terms of this Agreement.

Continuity of Grievance

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

SECTION 6: Personnel Files

1. Employees or former employees shall have the right to review, upon request, all materials in their complete personnel file kept within the District, as well as any working file kept by the administration. The employee's supervisor or his/her designee shall be present during the review. The employee may have his/her union representative or his/her designee present during the review. Administrator's working files will be purged on the last day of school.
2. No derogatory materials may be placed in an employee's personnel file(s) without notifying the employee in writing within seven (7) days of insertion. The employee shall have the right to answer or refute in writing any materials that may be judged by him/her to be derogatory to his/her conduct, service, character, or personality. The written response shall be made part of the employee's personnel file. Derogatory materials shall be removed from the employee's personnel file and destroyed in the presence of the employee after three (3) years from the date of the circumstances or event precipitating placement of said material, and providing such incidents are not of a job related nature. Upon request, at the end of the current school year material contained in the

administrator's working file(s) will be destroyed in the presence of the employee. This excludes material in an open, ongoing investigation.

3. A signature does not mean agreement with the contents of the document; it merely indicates receipt of the document.
4. The parties agree that confidentiality in observation and evaluation promotes full and fair compliance with the Basic Education Act and that objective observation and evaluation is a vital governmental interest which may be substantially and irreparably damaged by disclosure of specific observations, evaluations, and personnel files. The parties further agree that in order to protect the privacy rights of the individual employees, confidentiality is necessary. Therefore, in compliance with RCW 42.56.210, RCW 42.56.540, and RCW 42.56.050 the District agrees to exercise best efforts to avoid public disclosure of the contents of the employee personnel files. When requests for information from an employee's personnel file are made, the District will notify the employee 15 days before the date it intends to release the documents. No information will be released if the employee obtains a court order relieving the District from the obligation to release the information.

SECTION 7: Evaluation

A. Authority: All employee evaluations shall be conducted in accordance with RCW 28A.405.100, RCW 28A.405.110, RCW 28A.405.120, RCW 28A.405.130, RCW 28A.405.140, and WAC 392-191A.

B. Definitions:

1. The term **observation report** shall mean a report of the observation. Observations may be both formal and informal.
2. The term **evaluation** shall mean a summary of employee professional performance capabilities in the categories listed below.

Classroom teacher criterion: centering instruction on high expectations for student achievement; demonstrating effective teaching practices; recognizing individual student learning needs and developing strategies to address those needs; providing clear and intentional focus on subject matter content and curriculum; fostering and managing a safe, positive learning environment; using multiple student data elements to modify instruction and improve student learning; communicating and collaborating with parents and the school community; and exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

- a. **Certificated support personnel:** librarians, counselors, TOSAs, academic coaches, psychologists, occupational and physical therapists, nurses, speech-language pathologists, or those performing duties where direct instruction on a day to day basis is not observable shall remain on the current evaluation as set forth in **Appendix D** of the current collective bargaining agreement.

3. The term **evaluator or observer** shall mean the building principal or assistant principal of the employee being evaluated or other designee as determined by the superintendent who meets the requirements set out in law. Evaluators shall be trained in the evaluation process prior to conducting evaluations,
4. Prior to being evaluated, each teacher shall receive professional development to comprehend the framework and understand the evaluation process. If training is required outside of the ordinary workday, employees will be compensated at their negotiated hourly rate for committee work. Newly hired employees and employees on the comprehensive model for the first time will receive one day of training if needed or requested.
5. **Criteria** shall mean one of the eight (8) state defined categories to be scored.
6. **Component** shall mean the sub-section of each criterion.
7. **Artifacts** shall mean any products generated, developed, or used by a certificated teacher. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
8. **Evidence** shall mean examples of observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or a National Board portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment.
9. **Not Satisfactory** shall mean:
 - a. Level 1 Unsatisfactory –receiving a 1 is not considered satisfactory performance for all teachers.
 - b. Level 2-basic: If the classroom teacher is on a continuing contract with more than five years of teaching experience, and if the level 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.
10. **Student Growth Data** shall mean the change in student achievement between two points in time, as determined by the teacher, as demonstrated by the data which has been mutually agreed upon between the teacher and evaluator. Assessments used to demonstrate growth may originate at the classroom level and be initiated by the classroom teacher.

C. Purpose:

The purpose of evaluation of certificated classroom teachers shall be, at a minimum:

1. To identify in consultation with the employee, particular areas in which their professional performance is distinguished, proficient, basic, or unsatisfactory within the scope of the Danielson criteria
2. To assist employees who have identified areas needing improvement in making those improvements.
3. To identify employees whose professional performance is not satisfactory and for whom assistance is needed.

4. An evaluation system must be meaningful, helpful, and objective; encourage improvement in teaching skills, techniques, and abilities by identifying areas needing improvement; provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize and encourage superior teaching performance; must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations by recognizing the importance of objective standards and minimizing subjectivity.
5. Teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, knowledge, and effectiveness in improving their students' achievement, using curriculum adopted by the district. This may include the employees' use of supplemental materials that support the current District curriculum.

D. Criterion Performance Scoring

Evaluator and teacher shall discuss rationale for the final criterion score. If agreement is not reached, the following shall be used to establish an overall score:

1. When there is more than one (1) component, if a 4-Distinguished is scored, the overall criterion score cannot be lower than 2-Basic.
2. Each rating shall be assigned in the following numeric values:
 - a. Unsatisfactory = 1
 - b. Basic = 2
 - c. Proficient = 3
 - d. Distinguished = 4
3. When there are two or more components to a single criterion, the average of the component score shall be the final criterion score.
4. When a final criterion score includes a fractional number (example: 2.5), fractions of .5 and greater will be rounded up; fractions of below .5 will be rounded down.

E. Summative Performance Rating:

1. A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:
 - a) 8-14 shall be Unsatisfactory
 - b) 15-21 shall be Basic
 - c) 22-28 Shall be Proficient
 - d) 29-32 Shall be Distinguished

F. Student Growth Criterion Score:

1. Embedded in the instructional framework (attached in the appendix) are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average, or high based on the scores below:
 - a. 5-12 Low

- b. 13-17 Average
 - c. 18-20 High
2. Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. It will be developed from teacher initiated formal and informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time shall not be used to calculate a teacher's student growth criteria score.
 3. If a teacher receives a 4- Distinguished summative score and a Low student growth score, they must automatically be moved to the 3-Proficient level for their summative score. If a teacher receives a Low student growth score on the summative evaluation, the teacher shall select one of the following:
 - a. Triangulate student growth measures with other evidence (including observation, artifacts, and student evidence) and additional levels of student growth based on classroom, school, District and state based tools.
 - b. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment.
 - c. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices.
 - d. Create and implement a professional development plan to address student growth areas.

G: Initiating the Evaluation Process:

Within the first thirty (30) days of the school year each evaluator shall meet with the employees and discuss the evaluation process, criteria, and forms. At this meeting employees shall be informed of his/her observer and evaluator.

H. Provisional Employees:

1. **Observations:** Provisional employees shall be observed once during the first 90 days of their initial employment and at least twice for each evaluation. Each observation shall be no less than thirty (30) minutes in length. Observations will be scheduled at reasonable intervals (no closer than seven (7) days apart, unless requested by the teacher) to enable the employee time to incorporate evaluator suggestions for improvement. Observations shall be scheduled cooperatively between teachers and evaluators.
2. **Evaluations:** Provisional employees shall be observed no less than two (2) times for the first two (2) years of employment and three (3) times per year for the duration of their provisional status. The first shall be during the first ninety (90) calendar days of the contract year. The second and third observation shall be completed no later than May 1. A completed evaluation shall mean that a final meeting has been held and the principal and employee have signed off on a final copy of the evaluation.
 - a. A second year Provisional teacher who receives a summative rating of 3 – Proficient or 4 – Distinguished may be granted continuing contract status for the subsequent school year.

- b. Before non-renewing a first (or applicable second or third) year provisional teacher, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies. The efforts shall include:
 - 1. Periodic reports will be made to inform the teacher of the evaluator's judgment on the teacher's progress toward remediating deficiencies.
 - 2. No unsatisfactory or basic rating may be assigned without prior written notification of deficiencies, and conference with the employee where suggestions for improvement are addressed.
- 3. **Non-renewal:** The non-renewal of provisional employees shall be handled as outlined in RCW28A.405.220.
 - 1. **Limitations:** [for continuing contract teachers]
 - a. The focused process of evaluation may not be used as a basis for determining that an employee's work is unsatisfactory or basic nor as probable cause for the non-renewal of an employee's contract.
 - b. The comprehensive process (Section Below) must be followed at least once every six (6) years.
 - c. **Selection of Criteria:** Employees on Focused Evaluation will select one of the eight evaluation criteria, which must be agreed upon by the evaluator. Employees may select to be part of a shared focus and activities. However, criterion 1, 2, 4, 5 or 7 is chosen, they must also complete the student growth components in criterion 3 or 6.
 - d. A group of teachers may focus on the same evaluation criteria and share professional growth activities. This collaboration should be initiated by the employee(s) and no individual shall be required to work on a shared goal.
 - e. Removal from focused evaluation prior to the standard four-year rotation must be accompanied by clear evidence of performance concerns.
 - f. Observations and conferences for the focused evaluation shall follow the guidelines set forth in the Comprehensive Evaluation process, Section G.

I. Comprehensive Process of Evaluation:

- 1. **Qualifications:** Comprehensive process employees shall include those employees who are provisional employees, who are on probation, and who do not qualify for focused form of evaluation.
- 2. **Evaluation/Observation:** Employees involved in the comprehensive process of evaluation shall be observed at least twice each year, and three (3) times for provisional employees in the third year. Each observation shall be no less than thirty (30) minutes in length. Evaluations shall be completed no later than May 15. A completed evaluation shall mean that a final meeting has been held and the principal and employee have signed a final copy of the evaluation.

1. The evaluator will document all formal observations using the Danielson observation form and provide copies to the employee within five (5) days and hold a post observation conference within seven (7) days.
2. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance.
3. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing.
4. The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated into the negotiated evaluation tool prior to the post-observation conference and be used to determine the final evaluation score.
5. The final formal observation shall occur prior to May 10.

J. Review:

If an employee receives an evaluation that they consider negative, that employee may request and shall be granted a meeting with the evaluator's central office supervisor. At the meeting the central office administrator shall determine if there is reasonable basis for the employee to be granted a new evaluation. Acceptable grounds for such a finding are possible bias, incomplete or inaccurate observations or professional or personal conflict between the employee and the evaluator. In the event the central office administrator makes such a finding the employee shall be granted a new evaluation to be conducted by a District administrator other than the employee's former evaluator who shall be appointed by the central office administrator. In the event an employee is recommended for probation such meeting shall be automatically called by said central office supervisor.

K. General Requirements:

1. **Eavesdropping Bar:** Observations must be conducted with the knowledge of the employee. Observations will be mutually agreed to between teacher and evaluator.
2. **Black-out dates:** To ensure quality observations without external distractions observations will not be conducted on days prior to school holidays unless the employee volunteers to do so.
3. **Authenticity:** Observation input into evaluation must be directly related to evaluation standards and criteria and will be congruent with the observation/evaluation tool.
4. **Site:** Observations shall be conducted in the employee's normal work setting.
5. **Signatures:** The written observation report shall be signed by the employee and evaluator. The employee's signature does not indicate agreement with its content.

6. **Copy and Response:** A copy of the evaluation shall be given to the employee. The employee may submit written comments concerning the report which shall be attached to the report in the file. Written comments must be filed within fourteen (14) days after the employee receives the evaluation.
7. **Prior Notification:** Prior to any item on the final Evaluation Form that is marked with an “Unsatisfactory or Basic” must be accompanied by a written statement [which may be incorporated within the evaluation form] to, and a formal conference with, the employee in order to provide notice of the problem, specific suggestions for improvement and reasonable time and opportunity for improvement.
8. **Use:** The evaluation of professional performance in the District is an important process in the continuing improvement of the educational program. A positive attitude on the part of the administration, the evaluator and the employee is important to develop and maintain an effective evaluation program. The parties agree that the primary purpose of a performance evaluation is to encourage and assist the teacher in the achievement of professional growth.
9. **Standardized Testing:** Standardized test results shall not be used in the evaluation of employees unless the employee selects standardized tests to show student growth.

L. Pre-Observation:

In formal observations, the Pre-planned Observation Form, which is attached to and made a part of this Agreement, shall be filled out by the employee and given to his/her observer. The purpose of the form shall be to advise the observer of the objectives, methods, materials, and any special considerations that the employee believes may be a factor in the class, physical setting, or lesson to be observed. The observer shall distribute such forms to the employees at least two (2) days prior to the pending observation and return them to the observer prior to the observation. *The statute requires the employee to have access to two meetings with the evaluator per year for the sole purpose of aiding the evaluator in the assessment of the employees' professional performance.

M. Conferences:

1. **Observations:** The observer shall meet with the employee within seven (7) days of the observation to discuss the results of the observation. Employees shall have the opportunity to provide additional information to aid the observer in completing the report. The completed observation report shall be delivered to the employee within five (5) days of the observation conference.
2. **Evaluations:** The evaluator shall meet with the employee for the purpose of discussing the evaluation report. The employee shall have the opportunity to submit written comments to the evaluation report within fourteen (14) days of the evaluation conference. Such comments shall be attached to the evaluation report in the employee personnel file. The final summative evaluation conference will occur no later than May 15

N. Probation:

1. **Notice:** In the event that an employee's work is judged unsatisfactory based upon the evaluation criteria and procedure, consistent with subsection 5 of this Section, the employee shall be notified in writing of the specific areas of deficiency along with a suggested, specific, and reasonable program of improvement at any time after October 15 of the academic year. This written notice shall advise the employee of the establishment of a probationary period lasting for a minimum of sixty (60) school days ending no later than May 15, which notice shall include the information contained in Appendix E. The notice to the employee shall be signed by the Superintendent.
2. **Purpose:** The purpose of the probationary period is to give the employee an opportunity to demonstrate improvements in his or her areas of deficiency.
3. **Regular Meetings and Assistance:** During the probationary period, the evaluator shall meet with the employee twice monthly to supervise and make written evaluations of the progress made by the employee.
4. Days may be added to the probationary period if deemed necessary to complete a program for improvement and evaluate the probationer's performance.
5. An employee will be judged unsatisfactory if his/her comprehensive evaluation score results in an unsatisfactory rating or if the continuing contract employee is rated basic for 2 consecutive years or for 2 out of three consecutive years.
6. The probationary period may be extended through the following school year for probationers with five or more years of teaching experience and a final summative rating as of May 15 of level 2 or less.
7. The evaluator will meet with the employee and their Association representative and develop a specific and reasonable plan for improvement. Such a plan will identify areas of deficiency identified from the instructional framework.
8. **Additional Assistance:** The employee may request an additional evaluator as set forth in RCW 28A.405.100.
9. **Outside Expert:** The Association reserves the right to assign an independent evaluation advisor to assist and assess a probationer's progress.
10. An employee on probation may have another employee or an association representative attend all conferences required in this paragraph. Conferences will not be delayed longer than seven (7) days in order to secure association representation.

Removal from Probation

1. The employee may be removed from probation at any time they have demonstrated improvement to the satisfaction of the evaluator. If a continuing contract employee with less than 5 years of experience scores as Basic or above or if a continuing contract employee with greater than 5 years of experience scores as Proficient, the employee shall be removed from

- probation. If the evaluator is satisfied that the employee should be removed from probation, the employee shall be notified in writing no later than May 15.
2. **Failure to Improve:** When a continuing contract teacher with more than five (5) years of experience receives a comprehensive summative evaluation rating below 2 – Basic for two (2) consecutive years, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15th, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW.28A.405.300.
 3. The teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.
 4. **Adverse Effect:** Probation shall not be deemed to adversely affect the contract status within the meaning of RCW28A. 405.300.
 5. Employees assigned to work outside of their endorsed areas will not be subject to non-renewal or probation during the period of work outside their endorsements.
 6. Procedural errors do not invalidate the probation unless the error materially affects the effectiveness of the plan or ability to evaluate the probationer's performance.
 7. **Electronic Record-Keeping**
 - a. The District shall adhere to the following:
 - b. A copy of the final framework rubric, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.
 - c. Teachers shall have access to their account in subsequent years, when available through the negotiated tool.
 - d. Evaluators shall notify the teacher of any additional evidence submitted to their account within forty-eight (48) hours.
 - e. Teachers shall not be required to share personal assessment information utilized within the record keeping system.

SECTION 8: Probationary Procedure [This Section 8 applies to Certificated Support Personal, as identified in Section B (2) (a) of Section 7]

Purpose

The purpose of the probationary procedure is to give the employee the opportunity to demonstrate improvements in his or her areas of deficiency.

The building administrator or supervisory designee shall meet with the certificated employee in an attempt to resolve matters relating to performance before probation is recommended and no later than January 20. The certificated employee may have an Association representative at the conference.

Supervisor's Report

Employees expected to be placed on probation shall be observed twice for a total of sixty (60) minutes before January 15. In any event, all observations and evaluations shall be completed ten (10) working days prior to the end of the school year.

In the event the evaluating supervisor determines that, based on the evaluation criteria, the performance of the employee is unsatisfactory, the building administrator or supervisory designee shall report the same to the Superintendent on or before January 20.

The report shall include:

1. The evaluation report on which the unsatisfactory performance has been based.
2. Identification of specific areas of deficiency; and
3. A specific, measurable, attainable, research based and time bound, program designed to assist the employee in improving performance and remedying deficiencies.

Probationary Period

If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee on probationary status after October 15 and lasting for a period of sixty (60) school days and ending no later than May 6.

On or before February 1, the employee shall be given written notice of the action of the Superintendent, which notice shall contain the following information:

1. Specific areas of performance deficiencies.
2. A specific, measurable, attainable, research based and time bound, program for improvement.
3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her areas of deficiency.

This plan will be signed and dated prior to the beginning of the probationary period by the District and the employee.

Evaluation during Probation

Within five (5) working days after the delivery of the probationary letter, the supervisor shall schedule a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.

During the probationary period, the principal or other evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress made by the employee. Such evaluations shall be documented on the regular evaluation report forms.

The probationary employee may be removed from probation at any time if there has been demonstrated improvement to the satisfaction of the building administrator or supervisory designee in those areas specifically set forth in the notice of probation.

Removal from Probation

If the probationary employee has not been previously removed from probation, the evaluating supervisor shall submit a written report to the Superintendent upon expiration of the sixty (60) days probationary period. The written report shall indicate the employee's performance during the probationary period and contain a recommended course of action to be taken by the Superintendent. The probationary employee shall be given a copy of the said report.

If the employee has been removed from probation, the employee shall be notified in writing that they have satisfactorily met the requirements of probation and a satisfactory evaluation shall be placed in the employee's personnel file.

If the employee is not again placed on probation within three (3) years, all records of the original probation shall be removed from the personnel files and destroyed.

SECTION 9: Assignment and Transfer

In the determination of assignments and transfers, the convenience and desires of the employees shall be considered to the extent that these considerations do not conflict with the educational program. Grade, school, and subject assignments shall be based on the needs of the District and the demonstrated skill, ability, and professional qualifications of the individual.

Definition of Terms

1. A "vacancy" is an open position which is to be filled by the District. When the opening is due to the person currently in the position taking a leave of absence, the opening shall not be termed a vacancy and the replacement employee shall be issued a non-continuing contract.
2. A "transfer" is a change in teaching location from one building to another.
3. "Reassignment" is a change from an employee's present assignment within a building.
4. "Seniority" for this section only is defined as the years of teaching experience in the public schools that an employee has acquired within the Kiona-Benton City School District and shall be computed within the District from the date a contract was signed.
5. "Retired rehired employee" shall mean any employee who has retired from a certificated position in the District or any other district who has been offered a one year or less non-continuing position.

Employee Initiated Transfer or Reassignment

A current employee who desires a transfer or consideration for a reassignment for the next school year shall make a written request to the Superintendent prior to the end of

the school year. All such written requests shall remain active and on file for a one-year period.

Employees will be advised of all staff vacancies. Notices of each vacancy will be sent by email and will clearly set the qualifications for the position. These openings shall also be posted on the District web site. Interested employees will submit a letter of interest for openings for which they wish to be considered. Employees may also utilize the District's electronic application process, at their option. The KBEA President shall be notified of all postings contemporaneously with notice to the district administrator responsible for the position, (2) two business days' notice and prior to placement on the internal web site; this may be done electronically. The District shall consider each employee's application before filling a vacancy. As long as the employee meets the qualifications that are required for the position, the position will be filled based upon the following criteria:

1. District seniority (If multiple persons have the same number of years in district seniority, this will revert to date of hire.)
2. Preparation- Workshops, outside work experience, local or state in-services
3. Experience- years of teaching in the specified content area and grade level
4. Education- college courses or state recognized courses in the specified content area.
5. Other factors determined by the district. If other factors are to be used, the district and the association will meet to discuss factors on a case-by-case basis.

For openings occurring before June 15th, the posting shall be at least five (5) business days prior to selection. The postings will be for District employees only for the five-day posting period. Then if no current employee is interested or is selected based upon lack of qualifications, the District will advertise the position. In case of openings occurring after June 15 and before August 15, the posting to current employees may occur at the same time as a general advertisement for the position, but current employees will be given first consideration for the position.

For summer vacancies occurring between June 15 and August 15, current employees asking for a transfer or reassignment shall be notified by mailing a notice to their current or summer address. When possible, such notice shall be mailed ten (10) days before the selection date to allow time for an employee to notify the Superintendent of his/her desire for the position. The ten-day posting and notification period(s) may be curtailed where the District has succeeded in contacting all interested staff (on the transfer and reassignment list) and obtained an expression of their interest.

Upon request of the employee, the Superintendent will arrange a meeting to discuss the reasons for non-selection.

Administrative Transfer or Reassignment

Prior to an administrative transfer or reassignment, the affected employee will be personally contacted by the Superintendent or building principal, who shall discuss the need for a transfer. The employee is entitled to discuss his/her personal desire at that

time. The transfer or reassignment decision and the reasons for it will be communicated with the employee. An administrative transfer or reassignment shall be based upon seniority, preparation, and other factors determined by the District.

The individual being administratively transferred or reassigned shall be released from teaching five (5) days to prepare for the new assignment if such administrative transfer/reassignment is to take place during the school year. When a transfer or reassignment occurs at a time other than during the school year, one (1) day shall be provided to the affected employee to move. The employee may use an optional day.

If an administratively initiated transfer or reassignment is made, the District shall provide help in moving the affected employee's materials.

In the event an employee is involuntarily transferred, said employee shall remain in the new position for at least two years prior to being involuntarily transferred again.

Employees involuntarily transferred shall receive 10 days of sub time.

These days shall be used as follows: up to five days in first semester and up to five days in second Semester. This time shall not be taken the first week of the school year.

Emergency Fill Positions

Definition: "Emergency Fill" shall mean the temporary hiring by the District of an employee on a non-continuing contract when an open position is hired after August 15 or prior to the end of the school year during which the opening occurs.

The District shall hire a non-continuing employee for emergency fill positions for the current year only. The emergency fill position may be chosen by a building committee composed of a building administrator or designees, grade level/department members and other teachers. No employee-initiated transfers will be allowed during this time. If the emergency fill position is caused by a resignation, then the position will be posted as a vacancy and filled as regular vacant position for the next year. If the emergency fill position is caused by a leave of absence, then the leave employee shall have first right to resume the position. If the leave of absence continues past the school year in which the emergency fill occurs, the position shall be posted for the second year as a leave replacement.

Leave Replacement Employees

Definition: "Leave Replacement Employee" shall mean an employee who is hired to fill a position created when another employee is on leave.

A leave replacement employee shall receive the same benefits, accrue retirement credit and in all other matters receive the same treatment, privileges, and benefits as other employees of the bargaining unity, provided that they shall not receive a continuing contract.

Retired Rehired Employees

Retire/rehire employees must have fully complied with applicable statutes and Department of Retirement Systems rules regarding separation from employment prior to being considered for rehire by the district. Qualified retirees who have met DRS separation requirements will be placed in the applicant pools and will be considered for

open positions on the same basis as out of district applicants. Retire/rehire employees will work a maximum of 867 hours and will be employed on a non-continuing contract, with no recourse, statutory or under this agreement, in the event that they are not offered employment by the District for the following year. Except to the extent of any conflicts with provisions of this section, the provisions of the District-KBEA collective bargaining agreement apply to retire/rehired employees. Where there is a conflict with other sections of the collective bargaining agreement, the terms of this section shall control.

SECTION 10: Staff Reduction (Layoff - Recall)

General Description

In the event the District adopts a reduced educational program by reason of financial necessity, certificated employees who will be retained to implement the District's reduced or modified program and those certificated employees who will be laid off from employment or adversely affected in contract status shall be identified in accordance with this section.

The term "Layoff" as used herein refers to the action of the District to reduce the number of certificated employees in the District over and above attrition and due to demonstrated financial reasons, including:

1. Staff reduction necessitated by enrollment decline.
2. Failure of special levy elections or other events resulting in a significant reduction in revenue.
3. Discontinuance of programs.

The term "Layoff" does not refer to the decision to discharge or non-renew an individual certificated employee for cause.

Layoff of certificated employees with valid contracts shall not be made during the school year. All layoffs shall commence at the end of the school year. In the event of layoff, the District shall provide written notice of nonrenewal to all affected certificated employees on or before May 15. When possible, the Association shall be notified of anticipated layoffs not later than April 15, but in any case, shall be notified not later than May 7. Employees outside of the bargaining unit shall not be eligible for retention under this Agreement.

By November 1 of each year the District will publish and distribute to all employees and the Association a seniority list ranking each employee from greatest to least seniority. It shall be the responsibility of each employee to verify his/her seniority ranking and promptly to report any dispute thereof in writing to the Association and the District. Each employee who, within thirty (30) calendar days after posting, fails to notify the Association and the District that a dispute exists regarding his/her seniority ranking as posted shall be presumed to have concurred with the seniority ranking ascribed to such employee on the posted list.

The District shall make an effort to secure additional funding.

The District shall provide the Association with written evidence of the need for a reduction in force (RIF) prior to implementing that reduction.

In the event that an economic layoff is contemplated by administration, the District will provide a written summary of the District's financial status to the Association not later than thirty (30) days before the layoff decision will be considered by the Board of Directors.

Layoff Procedure

Determination of Vacant Positions: The District shall determine as accurately as possible the total number of certificated staff known as of April 1 leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge or nonrenewal, etc., and these vacancies shall be taken into consideration in determining the number of available certificated positions for the following year.

1. In the event it becomes necessary to lay off employees, the following procedure will be implemented:
 - a) Retire-Rehire employee.
 - b) Non-Continuing contract employees
 - c) Provisional employees will be laid off prior to continuing contract employees.
2. The staff requirements and projected student enrollment for all schools in the District will be listed by building.
3. Staff selection to fill all staffing requirements will be made from the seniority list in descending order from highest to lowest position such that working assignments requiring special certification or endorsement by state or federal regulations, shall be filled with employees currently holding such special certificates or endorsements.
4. Employees currently assigned in full-time positions shall be first assigned to all full-time positions consistent with their individual seniority and qualifications and shall not be obligated to any part-time position but may choose to accept such a position on a voluntary basis.
5. Employees currently assigned in part-time positions shall be assigned to part-time positions consistent with their individual seniority and qualifications provided no part-time employee with less seniority shall be assigned to any part-time position unless such a position is declined by all employees (full and part-time) with greater seniority.
6. In the event an employee is administratively assigned outside his or her major area as a result of layoff the annual evaluations of employees so affected shall bear the notation that the assignment upon which they are being evaluated is outside of their major area.

Certification: Possession of a valid Washington State Certificate that may be required for the position(s) under consideration shall be a prerequisite for retention.

Employment Categories: The following categories and specialties are established to insure the qualifications of personnel assigned to retained positions.

1. Elementary employees will be considered for retention in grades, Pre-K, Pre-K Developmental, Special Education, K, 1, 2, 3, 4, and 5,
2. Secondary employees (6-12) will be considered for retention by endorsement (such as science, math, 6-12 music, social studies, language arts, industrial arts, art, Family and Consumer Science, business education, physical education, and health world languages [e.g., French, Spanish, German], and vocational-technical agriculture).
3. Other non-supervisory employees will be considered for retention according to their endorsement(s). Specialties such as counselors, librarians, special education personnel (psychologists, communication disorder specialists), and nurses, physical education, art, and music.
4. Certificated employees holding positions within programs that are funded with categorical monies shall be retained according to Federal and State requirements for said position(s).

Retention by Employment Category: Each certificated employee shall be considered for retention in the category or specialty appropriate to the position held at the time of implementation of these procedures. Certificated employees shall also be considered for retention in such additional categories or specialties as any such employee may designate in writing to the Superintendent or designee, provided, that in order to qualify for consideration in any such additional category, the certificated employee must provide separate written verification showing:

1. A minimum of one (1) year professional experience*; or
2. A college major or minor in each such additional category; or
3. Twenty (20) quarter hours in a listed curriculum area.
4. Endorsements

*Employees who, by part-time assignments have accumulated the equivalent of one (1) year, or major fraction thereof, experience in an additional category satisfy the requirements of this paragraph with respect to such additional category.

All written designations for consideration in additional categories shall be submitted in writing within fifteen (15) working days after any request for such information is made by the Superintendent or designee. Employees shall be considered for additional categories only if they do not qualify for retention in the category appropriate to the position held at the time of the implementation of these procedures.

7. Seniority, for the purpose of this section only, is defined by the length of employment in the State of Washington. Less than a full year's working experience shall be

computed as the actual days employed in a district(s) as a full time employee or a long term substitute.

8. Under no circumstances shall employees outside the bargaining unit be included in the seniority list. Nor will the District add such personnel in the event of layoff. No employee outside the bargaining unit will be reassigned to a position within the bargaining unit.
9. In the event of more than one individual employee having the same seniority ranking after applying the above provisions, all employees so affected will be ranked in accordance with the following ranked criteria to break ties:
 - a) District Seniority
 - b) Qualifications
 - c) Drawing lots
10. In the event more than one individual employee has the same number of in-district seniority, as well as equal qualifications, all employees so affected shall participate in a drawing, by lot, to determine position on the seniority list. The Association and all employees 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 all allow affected employees and the Association to be in attendance.
11. Selection within Employment Categories: Certificated employees shall qualify for retention in available positions within the categories or specialties for which they qualify under "Procedures". In the event that there are more qualified employees than available positions in a given category or specialty, the following criteria shall be used to determine which employee shall be retained.
 - a) Within each category or specialty, the employee(s) having the greater seniority shall be retained. In the event ties exist, the preference shall be determined by drawing lots among the employees who tie.
 - b) "Seniority" within the meaning of this section shall mean years of teaching experience in the public schools that an employee has acquired within the State of Washington and shall be computed within the District from the date a contract was signed.

Action by District: The provisions of "Procedures" 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 District shall take such action as may be required by statute to non-renew or adversely affect the employment contracts of affected employees.

Positions which are opened while employees are on layoff will be offered by seniority to qualified existing employees (not in the RIF's pool), with residual positions being filled from the layoff list according to the recall procedure, below:

Recall Procedure:

1. All certificated employees who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an

employment pool for possible re-employment for a period of up to two (2) full school years.

- a) The District shall first recall all employees who are qualified within the bargaining unit that have been laid off before the District employs or assigns any additional personnel to fill assignments.
 - b) Employees on layoff shall first be recalled by seniority, second by qualifications. Employment pool personnel shall be given the opportunity to fill open positions within the categories or specialties that they are qualified under "Procedures."
 - c) If more than one such employee is qualified for an open position, the criteria set forth in "Procedure" shall be used.
2. Employees who were previously assigned to full-time positions shall be recalled to full-time positions provided that such employees shall have the option of accepting any part-time position that may exist without jeopardizing his or her recall status for any full-time position.
 3. Employees who were previously assigned to part-time positions shall be recalled to part-time positions provided that no part-time employee with less seniority shall be recalled to any part time position unless such a position is declined by all employees (full and part-time) with greater seniority.
 4. The Board shall give written notice of recall from layoff by sending a registered or certified letter or by personal delivery. It shall be the responsibility of each employee to notify the Board of any address change.
 5. Any employee so notified shall respond within seven (7) calendar days from receipt of said notice where the employee accepts or rejects the position. If an employee rejects a position for which they are certificated, and such position is offered consistent with the aforementioned provisions of this Article, the employee shall be considered to have resigned from the employ of the District and all benefits shall cease at that time. If an employee fails to accept such position offered, such individual shall be dropped from the employment pool.
 6. When a certificated employee is recalled pursuant to these provisions, said employee shall be granted the experience, days of accumulated sick leave, and seniority accrued at the time of layoff.
 - a) Acceptance of contract employment as a certificated employee in any other school district while on layoff status shall constitute an automatic termination of the employment relationship as provided herein and said employee shall notify the District by registered letter or by personally contacting the Superintendent.
 7. It shall be the responsibility of each certificated employee placed in the employment pool to notify the Superintendent or designee in writing by April 1 if such employee wishes to remain in the employment pool. If such notification is not received, the name of any such certificated employee shall be dropped from the employment pool.
 8. Upon the request of a certificated employee, the District shall make provision for the continuance of an employee's participation in any District group insurance program if

permitted by the insurance carrier. The entire premium required shall be paid by the employee to the District payroll office on a monthly basis as required by the payroll office.

9. Certificated employees whose names are in the employment pool shall be given, upon request, preferred consideration in the District's day-to-day employment of substitutes. There shall be no challenge to the unemployment compensation of any bargaining unit member on layoff status who declines substitute employment.

SECTION 11: Contracts, Work Year, Workday, Prep Time, and Payment

Individual Employee Contracts

All individual certificated employee contracts shall be subject to and consistent with Washington State laws and the terms and conditions of this Agreement. The district will advise KBEA of new hires and changes in individual contracts during the school year. The district will provide access to copies of all individual contracts to KBEA on or about October 1 of each year.

Non-certificated personnel shall not be assigned to perform work in the instructional setting (classroom) which will substitute or replace a certificated employee in his or her assignment or employment. All classroom aides shall be under the direct supervision of a classroom teacher. All certificated employees shall be placed on the annual salary schedule in accordance with the criteria for salary schedule placement as contained in this Agreement. Each employee will be given a seniority list to verify their standing and make corrections with the initial contract.

One (1) copy of a contract shall be given to the certificated employee each year for signature. That One (1) copy is forwarded to the District office to be signed by the Boards' designee or Superintendent. Then the signed copy will be returned to the certificated employee.

The District shall notify the Association of new employees and any changes in employment status of current employees within ten (10) working days of the hiring or change.

Substitute Employees: Substitutes employed for 20 consecutive days in one assignment shall be members of the bargaining unit and shall be paid \$175.00 per day, retroactive to the first day of their said assignment. Substitutes employed for 30 non-consecutive days shall be members of the bargaining unit and shall be paid at the current substitute rate. No other rights except for Article III, Section 1, Employee Rights, and Section 3, Grievance Procedure shall apply. The District will make every attempt to retain the original substitute hired to fill a known long-term vacancy until the employee returns. The workday for substitutes will be split evenly. Substitutes will be scheduled from 7:30 – 11:15; 11:15 – 3:00; and/or 7:30 – 3:00.

Work Year

The work year covered by this Agreement shall consist of one hundred eighty days. New employees shall work one hundred eighty-one days, and this extra day shall be worked prior to commencement of the school year. (The base work year shall

remain 180 days only for as long as the Legislature continues to fully fund the 180-day school year; if the Legislature ceases to fully fund the 180-day school year, this provision will be ineffective and the base year will become the number of days that the Legislature has fully funded.) In addition, subject to Article III, Section 10 A., each employee shall be required to work one (1) additional day at his/her daily rate of pay. The use of this day is restricted as follows: The day before school starts. Employees will have a minimum of two and one-half (2.5) hours to work in their classrooms. The remaining four and one half (4.5) hours will be building-directed time, plus one-half hour duty-free lunch period. (This day is restricted and may not be used at any other time). Payment for this optional day will be included in the employee's pay calculation and paychecks along with payment for the responsibility contract provided for in subsection C below. An employee who opts not to work this optional day will have this day's pay deducted from his or her pay. Beginning of the school year there will be 1 (one) professional learning day added to the calendar, as provided by the legislature. This day will be staff driven for use of professional learning in grade levels and teams. This is one of the six (6) district-directed supplemental workdays.

All state allocated increases will be placed evenly across the salary schedule (Appendix A).

Individual Employee Contract - Supplemental Contracts

The District and Association agree to discuss any alterations in current supplemental contracts or the creation of new supplemental contracts prior to implementation.

Supplemental contracts will be awarded by department and seniority, and at no time shall a unit member bargain for an individual or supplemental contract with the District prior to the District and Association meeting, conferring, and agreeing to the terms and conditions of the supplemental contract. Supplemental contracts will follow the school year calendar and expire at the end of every year.

Any extension of the contracted days shall be compensated at one 1/ 180th full per diem of the employee's contracted rate of pay for the extended teaching assignment.

When an employee must travel between buildings because of a split teaching assignment, any loss of prep time will be reimbursed at the per diem rate.

The following formula will be used when employees accept a teaching assignment instead of taking preparation time:

$(\text{Base annual salary} \div \text{legislatively funded days} \div \text{periods taught}) \times \text{additional class period(s) taught} = \text{rate of pay (.2)}$

Due to the increased federal and state testing requirements, the workload of counselors has increased to include coordination of testing. The employer therefore agrees that each counselor shall have a supplemental contract for ten days of pay, in addition to the incentive days received by other certified staff.

Psychologists will be paid 15 extra days at their per diem for work above and beyond their normal contractual days. The district agrees to pay all fees and dues that are required to keep licensure in their field.

Librarians will be paid 15 days at their per diem for work above and beyond their normal contractual days.

Work Day

The regular workday for certificated employees shall be seven hours thirty minutes (7.5 hours) per day including a thirty (30) minute duty-free lunch period. The starting and dismissal times, which may vary from school to school, shall be determined by the employer. Employees may leave following the student instruction day on days preceding holidays, provided such release does not interfere with planned programs or negate supervision responsibilities. Under special circumstances, an employee may choose to leave following student dismissal with authorization of their supervisor, as long as it does not interrupt the instructional time and they fulfill the seven-hour thirty-minute (7.5 hours) workday.

Shared staff such as music, band and art teachers who work beyond the seven-hour thirty-minute (7:30) workday will be paid for the extra period on an extended contract based on the portion of the day served.

Not with-standing the foregoing, the District and its certificated employees understand and acknowledge that staff will continue to make provision for meetings with students and/or their parents on a reasonable, as needed basis. Thirty (30) minutes beyond the contracted day, with advance notice no less than three (3) days and no more than once a month. If the need arises, employees may be required to attend staff meetings that extend no more than 30 minutes beyond the contracted day, with advance notice (no less than 3 days), and no more than once per month.

The District shall have the option of scheduling classes for one period before or after the normal established workday. Teachers who accept the assignments will work the normal number of hours, with their arrival or departure times adjusted accordingly. Teachers will not be paid additional compensation for teaching the “zero” or “7th” period classes.

Preparation Time

The use of preparation time shall ordinarily be determined by the individual employee. No conferences shall be scheduled during the employee’s regularly scheduled preparation time without first consulting the employee.

1. Secondary

- a) All secondary employees shall be provided one class period of preparation time within each student instruction day.

2. Elementary

- a) The District will provide a minimum of 210 minutes per week per elementary classroom teacher for preparation time during the student instructional day. Time created by the hiring of additional specialists shall be available as additional preparation time, provided the presence of the regular teacher is not necessary.

- b) If the scheduling team can provide an alternative schedule that allows 45 minutes of uninterrupted preparation time per day without hiring additional specialists, then the alternative schedule will take effect.
- c) Time provided by specialists may be one source of preparation time.
- d) Certificated employees teaching in the elementary school shall be provided a mid-morning and mid-afternoon fifteen (15) minute relief period. Certificated employees shall not be required to supervise recess duty.
- e) The District shall attempt to provide Para-educator time (a minimum of 45-minute blocks for reading and/or math) and include areas that will relieve classroom teachers from non-professional duties.

Conferences/Open House

Certificated employees shall be present on their applicable work site(s) for one (1) evening during the contract year for open house.

All Schools will follow the adopted calendar for all conferences.

In the Elementary only, the individual employee shall determine which student parent conferences are needed during the spring conferencing. Minimally teachers will make a reasonable effort to contact parents of students not meeting grade level expectations or are at risk of failing a class (for Spring conferences).

Each employee involved in parent - teacher conferences shall be on a flexible workday to accommodate the necessary conferences during the fall and spring. There shall be an equivalent amount of flextime as scheduled conference time beyond the regular contract day, excluding dinner. With agreement from the building EAC, one night may be designated for late conferences using flextime; on the last day of conferences teachers may leave early with students. The time between early dismissal and the beginning of conferences, as well as any time not scheduled for conferences, shall be used at the teacher's choice, and shall include the option of leaving early if flextime is completed. Teachers shall schedule all conferences and shall honor reasonable parent requests if there is a problem with scheduling. Teachers will do all rescheduling. Teachers will submit final conference schedules to their principals. Every effort shall be made to schedule conferences within the contracted workday.

Early Dismissal

Students will be dismissed no later than 11:00 the day before Thanksgiving and winter (Christmas) break, and the last day of school. On early dismissal day, teachers will be released at 11:15. For all leave and substitute purposes a half day will begin or end at 11:15 AM.

Payment

In accordance with state law, all certificated employees shall be paid in twelve (12) monthly installments: each check shall contain one-twelfth (1/12) of the contracted salary.

All employees shall be paid by automatic payroll deposit. Payroll shall be issued on the last business office working day of the month including the December payroll. In unforeseen circumstances, employees may receive a "paper" payroll check, provided notice is given to payroll department before the monthly payroll is transmitted.

In the event of a mistake in payment resulting in an underpayment, upon discovery by either the employee or payroll, the error(s) will be corrected immediately, and the employee will decide whether they would like the payment to be remitted in the form of a check or in the next pay period. When an overpayment is made, the correction shall be made, and a reasonable repayment plan will be developed jointly by the employee and the district. Cumulative errors in overpayment shall be corrected at the rate they accumulated, provided such payment may be subject to the auditor's requirements.

All compensation owed to a certificated employee who is leaving the District shall, upon request, be paid not later than the end of the next succeeding pay period, provided funds are available.

At the option of the employee, payment for extra contracted work will be made in two ways: either a lump sum, or in equal payments. The first choice is to have payments at the end of the time period within which the work is performed. The second choice is to have payments throughout the time period within which the work is performed. All extra-duty payments will be a part of the regular monthly paycheck. Teachers who have completed co-curricular contracts shall submit either notes of meetings or a one-page end of the year summary no later than June 30.

Walk-Through Visits

Employees will be given 24-hour written notice of any walk-through visit by out of district principals, superintendents, teachers, and visitors.

Facilities Use

Employees will be given written 24-hour notification of non-school-related activities that will take place in the building during the school year and when school is not in session so they may secure their personal and teaching materials.

SECTION 12: Salaries

Certificated Employees' Salary Schedule - SEE APPENDIX A*

The District shall fund existing incentive pay from local revenue. Such incentive pay shall be reviewed annually by the parties.

Salary Schedule Provisions

1. Salary schedule credits are quarter hours.
2. For college quarter hours to be acceptable for salary schedule placement, the credit hours must be approved by the building principal and/or the superintendent prior to the start of the college class or must have been earned for a class appearing on a list of pre-approved classes that will be periodically prepared by the district and made available to all employees they. New employees shall have their college credits reviewed for acceptance by the Superintendent prior to placement on the salary schedule.
3. Placement upon the salary schedule will follow the same procedures used by the Office of the Superintendent of Public Instruction for placement.
4. If any funded salary increases become authorized during the life of this contract, such increase shall be paid to the maximum amount allowable and shall be effective from the first day such increases are authorized to take effect.
5. The District will accept all credits recognized by the State for salary schedule placement, including state recognized clock hours and in-service credits. Employees shall have until October 1 of each year to submit clock hours/credits for movement on the salary schedule. Provided, however, that if the submittal occurs after September 15th, the employee will submit by September 15th a written statement of extenuating circumstances and specifying the clock hours/credits expected.

Payment for Co-Curricular Contracts

Payment for Co-Curricular contracts will be as set forth in this section, which represents a conversion from the former point-based system to a stipend-based system. Base pay will increase with experience factors 9% per year for each year of applicable experience up to a maximum of seven (7) years. To receive experience credit, the experience must be within the Kiona-Benton City School District. All club advisor experience earned at Kiona Benton City Schools shall apply to any club advisors listed within this Agreement. Current occupants of extra-curricular positions will be grandfathered at their present rate.

If a person is hired after commencement of the contract, the position stipend shall be prorated in proportion to the time worked. The difference between the prorated amount and the amount the newly hired person would have earned had they been employed at the beginning of the contract will go to the person/persons who started the position and carried the overload.

The establishment of new positions can be recommended by joint recommendation of the building principal and an Association appointed person if minimum student interest

can be demonstrated, potential qualified advisors identified, and ASB requirements met. The District also reserves the right to create new positions at any time.

The District reserves the right to cancel or terminate an activity if participation does not warrant continuation, there is a lack of a qualified advisor, and/or the activity does not operate in accordance with written expectations.

	<u>Base</u>		<u>Base</u>
HS Choral Director	\$982	MS Club Adv.	\$589
HS Pep Band	\$1572	MS Music Adv.	\$589
HS Vocational Club Advisor	\$1178	MS Cave Adv.	\$2357
HS Class Advisor (Fsh/Soph)	\$982	6/7/8 Grade Math is Cool	\$982
HS Class Advisor (Jr/Sr)	\$1572	HS Math is Cool	\$982
HS Club Advisor	\$1178	Elementary ASB Adv.	\$786
HS Activity Dir.	\$2160		
HS Nat. Honor Society Adv.	\$982	Marching Band	\$2000
HS Inst. Adv.	\$982		
HS Knowledge Bowl. Adv.	\$982		

Payment for Other Extra-Curricular Services

Homework Center	per Diem
After Hour Detention	per Diem
Summer School	per Diem
Camp Wooten Lead teacher	\$500 flat rate
Camp Wooten Teacher	\$300 flat rate

The listing of a position does not require that the position be filled.

Committee Work: Shall be paid per diem for meetings outside the contracted day for curriculum and textbook adoption committees and School Improvement Plan team meetings. Compensation for other committees will be per diem at the time of creation of the committee. The parties agree that employees during the provisional period of their employment shall not be required or requested to serve on more than one committee.

Travel/Mileage: Employees who are required to travel between the high school and other campus shall be compensated for 1 mile per day at the state mileage rate.

Vocational/CTE Reporting and Operating Procedures

CTE staff eligible for extended contracts must submit a program plan for the upcoming instructional year to the building principal by June 1.

Extended-day timesheets must be submitted to the building principal for approval on a monthly basis, not later than five business days following the conclusion of the month

being reported. Except that in June, the timesheet must be submitted in conjunction with other procedures for the release of staff for the summer instructional hiatus.

Approved student contact activities may include, but are not limited, to the following:

1. Preparing for and attending CTSO career development events with students.
2. Visiting off-campus projects with students.
3. Participating in community activities with students.
4. Attending relevant conventions with students, to include community events such as county fairs and job fairs.
5. Participating in leadership development workshops with students.

In ordinary circumstances, student contact activities should account for a majority of the extended-day activities.

Administrative activities may include, but are not limited to:

1. Attending advisory committee meetings.
2. Attending CTE teacher conferences
3. Planning for competitions and programs (unless students are included, then this would be a student-contact activity).
4. Visiting industrial sites (w/o students)
5. Visiting employer/employee sites (w/o students)
6. Maintaining facilities.
7. Developing and implementing CTE program standards/curriculum.
8. Completing required CTE administrative tasks.

The district agrees to provide five (5) days of CTE time (vocational funds) to the Vocational Science Instructor(s).

College in the High School Stipend at HS level:

College in the High School instructors who have performed their instructor responsibilities should be compensated accordingly: \$45 per student per course or the going rate of payment whichever is higher. The number of students in a course is calculated based on the number of students for whom the teacher submits grades at the end of the semester of course registration.

The district encourages the advancement of its students to further their education. The parties agree that the district will provide additional days of pay (at their per diem) to those employees who choose to become a College in the High School instructor. Documentation and submission of the time will be through "Time Clock."

SECTION 13: Insurance Benefits

Insurance

Definitions and Providers:

1. Insurance year: shall be defined as January 1 through December 31.
2. School Year: shall be defined as September 1 through August 31.
3. Open Enrollment: As set by SEBB annually between the months of October and November
4. Eligibility: shall be defined as anyone covered by the Collective Bargaining Agreement who works a minimum of 630 hours in any given year. Eligibility shall further be defined according to the plan year, school year, and open enrollment period as defined elsewhere in the contract default period.
5. Providers: shall be those companies contracted to provide services through SEBB.

Premiums and Member Eligibility

1. Premiums: The district shall contribute all allocated premiums by SEBB toward employees' covered benefits, to include health care authority remittance. Premiums shall be applied to the following:
 - 1) 100% medical
 - 2) 100% dental
 - 3) 100% vision
 - 4) 100% basic life and accidental death
 - 5) K-12 remittance
 - 6) Administrative cost
 - 7) The district shall also provide, in addition to the above, access to an Employee Assistance Program.

Eligibility

Health care plans are available for individual employees. In addition to themselves, individual employees may also cover their spouse, domestic partners, and/or families. Employees covered by Collective Bargaining Agreement and who work a minimum of 630 hours or are anticipated to work 630 hours or more shall become eligible for full benefits according to the following:

1. Employees hired on September 1 through the first day of school shall begin coverage on their first day of work.
2. Employees anticipated to work 630 hours during the school year and whose first day of work is at any other time during the school year, the effective date of coverage is the first day of the month following the day they begin work.

3. Returning employees whose first day of work is any other time during the school year, the effective date of coverage is the first day of the month following the day they begin work. Benefits shall cover, uninterrupted, from one school year to the next so long as eligibility requirements are maintained.
4. Employees hired late in the school year but anticipated to work 630 hours or more the following year shall be governed by the following:
 - a) Employees hired on a nine to ten-month basis will be eligible for benefits on the first day of work if they are anticipated to work at least 17.5 compensated hours a week in six of the last eight full or partial weeks before summer break. Otherwise, benefits would begin on the first of the month after work began.
 - b) Employees hired on the twelfth month basis will be eligible for benefits on their first day of work if they are anticipated to work at least 17.5 compensated hours a week in six of the last eight full or partial weeks before the end of the school year (August 31). Otherwise, benefits would begin the first of the month after work began.
 - c) Substitutes shall receive benefits on the first day they reach 630 hours. If a substitute works 630 hours or more in two consecutive years, they will be presumed eligible in the third year. If the district does not believe a substitute will be eligible in the third year, written notification of the specific reason shall be provided to the substitute prior to May 1. Substitutes shall have the right to appeal against the decision to the School Board.
 - d) Substitutes shall not be denied work to limit a substitute's ability to reach 630 hours. Upon request, substitutes shall be provided an accounting of their total number of hours worked to date.
 - e) If the district reduces or adjusts an employee's work schedule where they fall below 630 hours, the district shall notify the employee and the union sixty (60) days prior to making any changes to the employee's schedule.

Termination of Benefits

Benefits shall end on August 31. If an employee resigns, benefits shall end on the last day of the month the resignation is effective or August 31, whichever is later. Otherwise, benefits are governed according to the insurance year and school year requirements.

Long Term Care

The District and KBEA will pursue Long Term Care resolutions that meet the needs of all members. It is understood that the parties commit to communicating information concerning costs and other options.

VEBA

The parties agree that a VEBA account is important to the welfare of all its employees. Therefore, the Association and District agree that additional options will be available for employees' use beginning with the 2021-2022 year. The VEBA account will continue to serve as a cash out mechanism for sick leave for employee's retirement, but it will also serve as an additional health saving account for use throughout the year. The parties agree that the employees will designate \$25 a month (pre-tax) into this account and the district agrees to match that amount. Employees may use these monies as allowed by the rules determined by the VEBA program.

Section 125 Flexible Health Care Spending Account

The District shall establish a flexible health care spending account pursuant to Section 125 of the Internal Revenue Code.

SECTION 14: Tax-Sheltered Annuities

Certificated employees may participate in tax-sheltered annuity programs approved by the Superintendent and Association. Certificated employees will be allowed to change tax-sheltered annuities twice a year.

SECTION 15: Leave

Definition: Employee's Relative or Family

As used in this entire leave section, "employee's relative or family" means the leave recipient's spouse, child, stepchild, grandchild, grandparent, sibling, father-in-law, mother-in-law, sister-in-law, brother-in-law, or other close relative by blood or marriage.

Definition: Household Members

As used in this section, "household members" means those persons who reside in the same home as a family unit. This term shall include foster children and legal wards even if they do not live in the same household.

A. Illness and Injury Leave

1. Every employee holding a regular full-time position shall accrue a total of twelve (12) days leave with pay for illness and injury leave for each school year. Leave

may be used for personal illness or injury or for the employee to care for his / her ill family.

2. Unused leave under this provision shall accumulate to a maximum of 180 days.
3. Every employee holding a regular part-time position shall accrue such leave with pay in proportion to the relationship of their basic work week.
4. Emergency leave shall be granted with pay and shall be deducted from sick leave. Emergency leave may be taken at the employee's discretion due to a problem which has suddenly occurred or is unplanned, or where planning could not relieve the necessity for the employee's absence.
5. Employees may use accumulated Illness and Injury Leave for up to twelve (12) weeks of paid maternity leave. If an employee has fewer than twelve (12) weeks of accumulated Illness and Injury Leave, unpaid leave shall be approved in combination with accrued Illness and Injury Leave for up to twelve (12) weeks. An employee requesting maternity leave should give written notice to the District at least two (2) weeks prior to commencement of said leave. The written request must include a statement of the expected date of return to employment, and within twelve (12) weeks after commencing leave. If, because of medical reasons, the employee is unable to return to work after twelve (12) weeks, the employee shall present a statement from a doctor stating that for medical reasons the employee is unable to return to work. Use of accrued sick leave shall be allowed under these conditions.
6. An employee who uses their entire allotment of sick leave and remains ill, injured, or disabled shall be placed on unpaid leave of absence for the remainder of the school year, or until able to return that year. After unpaid medical leave, employees will be required to provide a physician's medical release, prior to returning to work.
7. At the beginning of each school year, the District will provide an up-to-date accounting of the certificated employee's sick leave.
8. In an instance involving the use of a fraction of a day's sick leave, the employee may use as little as sixty minutes such that the maximum charge to the district is one period coverage. In cases where more than one period of coverage cost occurs, and a fraction of the day is needed, then the minimum charge to the employee's sick leave will be three hours and forty-five minutes. The District may request verification of illness after 5 consecutive days' absence, or if an unusual pattern of absences indicates a potential abuse of sick leave. The request for verification will be initiated by the district office, will be in writing, and will specify the reason for the request.
9. A certificated employee who is unable to perform the duties because of long term illness or other disability shall upon written request to the Superintendent, be granted leave of absence without pay at the exhaustion of sick leave until the end of the school year. An employee who has been granted such leave shall notify the Superintendent in writing sixty (60) days prior to the opening of school of their intent and ability to return to service.

10. Application for a renewal of a leave of absence for such conditions shall be made in writing to the Superintendent. The employee and District shall mutually agree upon arrangements for the employee's return to service.
11. When an employee will be absent from work due to illness, they shall give notice to Subfinder or the person designated by the Superintendent to receive such notice, not later than 6:30 a.m. of the first day of illness. If the absence may be for consecutive days, the District shall be notified of the probable date of return.
12. Employees may cash in unused sick leave above an accumulation of sixty (60) days from the previous year's accumulation, at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash out his/her unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days leave is accrued and each January thereafter, at the rate equal of one day's monetary compensation for each four (4) days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month.
13. At the time of separation from school district employment due to retirement** or death, or in other circumstances provided for in WAC 392-136-020, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) days accrued sick leave for illness or injury.

** For the purpose of this provision, retirement shall be defined as when an employee is eligible to receive benefits under Washington State Teachers Retirement System (WSTRS).

B. Family and Medical Leave Act

Employees may be eligible for leave pursuant to the Federal Family and Medical Leave Act of 1993 and Kiona Benton School District Policy No. 5404. Employees may obtain a copy of Board Policy No. 5404 by contacting the Superintendent's office.

C. Parenting/Maternity Leave/Paternal Leave

The District shall grant sick leave, to include shared leave for maternity/paternal purposes to employees for pregnancy, birth, disability and to bond and care for a newborn, an adopted child or newly placed foster child. (RCW 41.04.650). During maternity/paternal leave, an employee shall be entitled to sick leave pay, and shared

leave only for those days of actual disability caused by delivery caused by pregnancy, miscarriage, abortion, childbirth, birth, bonding, and recovery there from, provided the employee works up to the day her physician indicated as the beginning of her disability. Parameters of FMLA and WSFMLA shall govern the application of this leave.

D. Washington State paid Family and Medical Leave Act

Commencing January 1, 2020, employees shall be eligible to receive Paid Family Medical leave under the Washington State Family and Medical leave and Insurance Act. To be eligible, employees must have worked a minimum of 820 hours within the previous calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. Commencing September 1, 2019, the district shall pay the full amount of the payroll premium to fund this leave. The district shall use the state insurance as the carrier to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the district shall maintain health insurance benefits during the periods of approved leave.

E. Sick Leave Sharing (WAC 392-126)

Purpose: The purpose of this section is to permit employees to donate accumulated sick leave to a fellow employee who is suffering from or who has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.

F. Forms and Eligibility

1. **Leave Application Form:** The District will supply a form to be utilized for qualified employees to make written application for donated leave.
2. **Leave Donation Form:** The District will supply a form to be utilized for qualified employees to donate sick leave.
3. **Qualifications for Eligibility:** To be eligible and apply for donated sick leave, the following provisions must be:
 - a) The employee's job is one in which sick leave can be used and accrued.
 - b) The employee is not eligible for loss compensation under Chapter 51.32 RCW.
- a) The employee has abided by District policies regarding the use of sick leave.
- b) The employee has exhausted, or will exhaust, his or her sick leave.
- c) The condition which caused, or is likely to cause, the employee to go on leave without pay or terminate District employment.
4. The following procedures shall be used to implement sick leave sharing.
 - a) The bargaining unit members who have accumulated more than twenty-two (22) days sick leave may donate accumulated sick leave days to other employees. The employee donating the days shall specify the number of days being donated. The

District and Association shall develop procedures necessary to implement this. No transfer of sick leave shall cause the donor's sick leave accumulation to fall below twenty-two (22) days.

- b) No employee shall receive more than 180 days of donated leave per contract year.
- c) In the event the employee does not use all of the donated leave, the unused donated leave shall be returned to the donor, pro-rata, within 30 days after the use of the donated leave ceases.
- d) An employee using donated leave shall receive the same pay and benefits as if they had been working.
- e) Except for the procedures in 2.c. above, the donor will be required to execute a waiver of the right to ask for the return of the donated leave.
- f) The District and Association shall each designate one person who shall serve jointly to review requests for donated leave.
- g) Contributions of sick leave shall be on a voluntary basis and the names of donors and non-donors shall be confidential.
- h) It is understood and agreed that sick leave sharing will be administered per WAC 392-126-004 through 392-126-104.

G. Bereavement Leave

Up to five (5) days per occurrence may be allowed when such absence is occasioned by the death of immediate relatives. Relatives are defined as follows: spouse, children, father, mother, father-and mother-in law, brother, sister, brothers- and sisters-in-law, grandparents and spouse's grandparents, and grandchildren. Up to two (2) days shall be granted for attendance at a funeral of a friend or other family members. Leave is non-accumulative. In the event an employee requests from the Superintendent more than five days of Bereavement Leave and the request is granted, such leave will be deducted from Sick Leave, unless there are extenuating circumstances, in which case, additional bereavement will be granted.

H. Personal Leave

For all employees, the District shall grant a leave of four (4) days yearly with pay to take care of personal matters and no preapproval is needed for personal leave. This leave may be used in one half day increments. Employees shall not be required to explain the reason for that leave but must comply with the established leave procedure.

Additionally, employees may take up to one additional day of personal leave with Superintendent approval to accommodate a special life event, provided the employee will be required to pay the substitute costs.

A personal leave bank shall be accumulated; a cap, per year, to six (6) days with the addition of the (four) 4 days added in the beginning of the new school year; yielding a total of 10 personal days. Days that are not used or cashed out by the end of the fiscal year over the cap of six (6) shall be paid in the July paycheck automatically, on a one-to-one basis.

I. Jury Duty Leave

Leaves of absence with pay will be granted for jury duty. The certificated employee shall notify the District when notification to serve on jury duty is received.

J. Subpoena Leave

Subpoena leave shall be granted upon presentation of the subpoena to the Superintendent. Leave will be with pay only if the subpoenaed employee is not an interested party in a suit against the District. Any witness fee paid to the employee shall be transmitted to the District.

Judicial leave may be granted on a case-by-case basis. Such leave is approved by the superintendent, with the proper documentation provided by the employee.

K. Association Leave

For the purposes of carrying out its rights and obligations under RCW 41.59, the Association shall be entitled to thirty-five (35) workdays per school year, for the purpose of improving labor management relations between the Association and the District. The Association shall pay the substitute daily rate for each day in which a substitute is utilized.

The District may restrict to five (5) the number of employees absent from work on Association leave at the same time.

The Superintendent shall receive written notification of the need for such leave at least two (2) days prior to the time the leave is to take effect. Written notification may be waived by mutual agreement of the Association President and Superintendent. The leave shall be granted provided the position is covered.

L. Attendance at Meetings and Conferences

Leave of absence may be granted by the Superintendent for subject matter meetings, curriculum development, etc., when such meetings are determined to be in the best interest of the District. Such leave, when granted, shall be with pay and with reimbursement for District-approved expenses.

M. Leave of Absence

An employee shall be entitled to apply for a leave of absence without pay for a duration based on individual need. Leaves, if granted, normally shall be for a duration of one (1) year or less and shall expire at the date agreed upon. Should the employee on leave feel an extension of the duration of the leave would be beneficial, the Board, at its discretion, may grant it. The procedure for filing for an extension shall be the same as applying for the initial leave.

The employee who may be granted such leave will receive no salary for the duration of the leave, but will retain position on the salary schedule in educational increments and teaching experience. If, during the leave, the employee gains additional educational and/or teaching experience, they shall advance on the salary schedule according to the District guidelines for acceptance of education and experience.

To be eligible for this leave of absence, the employee must have completed two (2) years of teaching experience within the District. When certain cases involve extenuating circumstances, the Board may consider waiving these requirements.

Upon returning, the employee shall have the opportunity to apply for another position for which they are qualified, in lieu of his or her previous teaching position, if they so choose.

N. Shared Assignments

A full time employee may request a partial leave, which results in a shared assignment. If the District agrees to the partial leave, the employee shall be placed on a reduced contract while being placed on leave for the other part of the contract. The employee’s leave status is renewable on a yearly basis provided the application is made no later than April 1 and administrative approval received. The employee on partial leave is entitled to full employment rights at the expiration of said leave.

Problem solving team will be formed to resolve any problems which arise in connection with shared assignments. Team members shall be from both the District and Association. The size and makeup of the team will be determined by the parties.

Advisory Positions will be posted and filled using the ordinary hiring process. Once a position is filled, the employee (owner of the contract) can choose to share the contract with another teacher. If the owner shares the contract, they will choose their shared advisory partner. Current shared positions will remain intact unless the owner of the contract resigns or vacates the position. That position will then be filled using the process as outlined herein.

SECTION 16: Employee Work Calendar

The parties recognize that the District has the same bargaining obligation to each of its organized bargaining units with respect to the school calendar. As there can only be one calendar, the parties agree to engage in joint bargaining regarding the calendar, including all District bargaining units, in an effort to achieve a mutually satisfactory calendar. Negotiations regarding the calendar for the subsequent year will ordinarily take place during the month of February. Instructional activities will not be conducted on legally recognized state holidays, as defined in RCW 1.16.050(1). The basis for the calendar will be the Kennewick school district calendar to accommodate the students accessing additional educational opportunities.

A. Calendar Criteria(on)

1. There will be 180 instructional days in the year. Every effort shall be made to ensure the above perpetual calendar does not conflict with Tri-Tech Calendar.
2. The first instructional day of the school year will be the Tuesday before Labor Day.
3. School Holidays (RCW 28A/150.050), except Winter Break. The following are school holidays: Labor Day (first Monday in

September), Veterans' Day (November 11), Thanksgiving Day and day immediately following (fourth Thursday of November), Christmas Day, New Year's Day, First Day of January, Martin Luther King Day (third Monday in January), Presidents' Day (third Monday in February), Memorial Day (last Monday in May), Juneteenth (June 19th).

4. Winter Break will consist of ten weekdays.
5. Spring Break (the week of the first Monday of April or that matches Tri-Tech. A minimum of one (1) week shall be maintained between Spring Break and state testing.
6. Other Calendar Days: a) early release days, professional days, semester's grade days (two 1/2 days per semester), conference days, and PLC days shall remain as previously agreed. Snow days, if "needed", shall be made up on a March professional day, the day before Memorial Day weekend or added at the end of the year as needed. b). any other changes shall be mutually agreed upon through labor management meetings.
7. Final Instructional Day: The final day of each year will be the 180th day of instruction.

SECTION 17: Emergency School Closure and Delayed Opening

Whenever it becomes necessary to close school(s) because of inclement weather, volcanic eruption, or other emergency situations the District administration shall provides notifications by 6:30 a.m. If further evaluation of hazardous conditions, or an emergency, causes a closure decision following 6:30 a.m., employees may be required to remain at the work site until students leave, but no longer. Hazardous health and safety conditions which require the closing of the school(s) for students shall apply equally to all employees. This includes health situations which involve determination by Federal, State, and or Local Health Department declarations. Employees will be notified prior to 6:30 a.m. by phone of a school closure whenever the start of the school day is delayed because of hazardous conditions or an emergency, employees shall report to work at least thirty (30) minutes before the students arrive.

On workdays when school is not in session because of hazardous conditions or an emergency, no employee shall suffer loss in pay nor have the absence from work charged against leave provision.

This provision also includes quarantine of a single building or worksite (i.e., classroom).

Article IV - Instruction

SECTION 1: Certificated Employee Participation in Instructional Programs

On matters relating to wages, hours, terms and conditions of work, the District will continue its cooperative efforts to solicit the participation of certificated employees in the development and improvement of the instructional program.

The building principal shall request teacher input in the establishment of priorities and budget allocations for the purpose of purchasing curriculum and instructional materials, developing curriculum, and implementing programs.

SECTION 2: Student Discipline

Any teacher who is assaulted by a student may call law enforcement at the time of the incident, at the same time administrators are informed.

A behavior referral in SIS (School Information System) is to be completed for all cases that are sent to the office/Administrator. When students are referred to the Office, the structure for discipline is aligned with KBSD Publication: Behavior Guidelines for Secondary Students.

1. SIS will be used throughout the district to input discipline incidents. Discipline outcomes will be communicated from the principal to the teacher within 24 hours.
2. Full time ISS in each building. An in-school suspension room will be provided within each building. This room will not be supervised by a Certified Teacher.
3. The district will provide an Alternative placement for those students who are not able to be served in a normal school setting.
4. The district and association will jointly establish a school-based threat assessment the district will provide professional developed necessary to implement this program.
5. Quarterly discipline meetings will be held in conjunction with Labor and Management to report discipline issues.

Definitions: In order to maintain a safe and supportive educational environment which is conducive to student learning, the following definitions shall apply:

1. **Disruption:** shall mean the interruption of class work, interference with instruction, the creation of disorder or the invasion of the rights of a student, group of students or the classroom teacher.
2. **Classroom Exclusion:** shall mean the exclusion of a student from a classroom or activity for behavioral violation, subject to WAC 392-400-330 and 392-400-335, which is not greater than five (5) minutes as long as the teacher or school personnel has attempted another form of discipline, unless the student's presence poses an immediate and continuing disruption of the educational process, and the student remains under the supervision of school personnel.

3. **Exceptional Misconduct:** is conduct of such a frequent occurrence or is so serious in terms of disruptive effect on the classroom or the safety and wellbeing of staff and students that an immediate resort to suspension is warranted.

Teachers are authorized as described in RCW 28A.600.020 to exclude any student who creates a disruption of the educational process in violation of the building disciplinary standards or written rules of the classroom teacher. The student may be excluded by the teacher from the immediate class period or activity, or up to the following two days or until the principal or designee and employee have conferred. As part of the conference between the principal or designee and the teacher, a plan of support shall be agreed upon. In no event shall a student be returned prior to the plan of support being developed. Additionally, the following shall apply:

1. Except in emergency situations, the teacher must attempt another form of corrective action prior to exclusion from class.
2. For this section, another form of correction may include but not limited to contacting of one or both parents via digital or telephonic communication, (this shall include leaving voice messages), student detention, referral to counselor/dean of students or behavioral specialist, parent conference, or notification of building administration.
3. Upon the teacher's request, a conference between student, parent/guardian, principal or designee, and the teacher shall be held to discuss and create a future behavior plan. If the parent does not attend the meeting, the plan shall be created between the principal and the teacher.
4. It shall be the responsibility of the principal or designee to contact the excluded student's parent(s) or guardian.
5. It is understood that administration shall enforce the rules of the classroom teacher, building discipline plans, and board policies and procedures.
6. Teachers shall be notified two days in advance of dangerous or potentially dangerous students being assigned to his/her class.

Special Education

Prior to October 15, all teachers shall receive discipline training for Special Education students.

Students serviced by special education will be subject to disciplinary action provided by the individuals with Disabilities Education Act (IDEA) and Section 504.

1. The district shall provide additional resources to teachers who deal with violent or aggressive students. The resources include added Para-educator support and additional training as required by an IEP.

2. The general education/special education teachers and building administrator shall meet and agree to a plan which provides for the safety and well-being of staff and other students prior to the student being placed into their classroom.
3. General education teachers assigned students with 504 plans or IEPs shall have an opportunity to participate in the development of behavior plans of students assigned to them.

District and Admin Support:

The Board and Superintendent shall support and uphold its teachers in their effort to maintain discipline and a safe learning environment in accordance with district discipline rules, building rules and written teacher rules. Further it shall be understood that the authority of teachers to use prudent disciplinary measures for the safety and well-being of pupils and employee is supported the Board. In the exercise of authority by a teacher to control and maintain order and discipline, the teacher may use professional judgment including reasonable use of physical restraint concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal or state laws and regulations. Prior to the first student day, the district or building shall conduct instructional meetings for teachers concerning all applicable federal, state, and local laws; district rules, regulations and procedures pertaining to student rights, due process, and the processing of student discipline.

Exceptional Misconduct

A student may be removed immediately from a class, subject or school event by teacher or authorized personnel without first attempting other forms of corrective action if the student's action(s) threatens the safety/wellbeing of students and/or staff or is of such a nature that instruction and learning are disrupted.

1. In situations where classroom disruption is so severe that a danger to other students or staff exists, the teacher shall determine whether it is safest to remove the individual student creating the disturbance or removing other students and staff.
2. In instances where individual students or entire classes are removed from the classroom, it shall be the building principal or his/her designee's responsibility to contact parents.
3. When classes are combined due to the evacuation of a classroom(s), overload pay shall be used to calculate compensation for the additional responsibilities of impacted teachers.
4. A student or students removed from a classroom under this section may not be returned to the classroom prior to a discipline/plan of support being developed and agreed upon by parents, admin, student, and teacher.

Student Discipline Committees, Due Process Hearing and Re-Entry Meetings

If an employee is required to attend (or submit information) to Student Discipline Committees, Due Process Hearing, or Re-Entry Meetings, said meeting shall not be scheduled during a teacher's planning period without the consent of the teacher. Loss of

planning time and or time spent outside the contracted workday shall be compensated at teacher's per-diem wage.

1. If a teacher should be required to attend a due process meeting for purposes of being questioned by administration or a student, the teacher shall have the right to union representation.
2. No information discovered by discipline committees, Due Process Hearing or Re-Entry meetings may be used for teacher discipline or evaluation.

Legal Redress

The district shall support any teacher in seeking legal redress for violations of the law committed by students, members of the public, or staff who verbally or physically abuse staff while they are performing contracted duties. Such support shall be evidenced through aiding the teacher in obtaining the services of the County Prosecutor for the purpose of processing the case. (Appendix J)

In accordance with Washington Administrative Code, each certificated employee has the authority to impose discipline upon a student for misconduct which violates the rules of the school district. Such discipline may include, but is not limited to, the exclusion of a student from a class or activity for a period of time not extending beyond the balance of the immediate class, subject, or activity period.

The code also provides that a teacher shall have first attempted one or more alternative forms of corrective action before removing a student from class, subject or activity except in cases of emergency. Emergency removal can only happen when the teacher 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 that it is an immediate and continuing threat of substantial disruption of the educational process.

Teachers must provide written documentation of the events leading to the removal at the time of the occurrence. Prior to the student being readmitted to class, subject, or activity, the employee will be informed about the action taken. There may be a conference between student, parent or guardian, principal and teacher resulting in a signed agreement specifying the future behavioral expectations of the student. At a minimum, there shall be a conference between the teacher and immediate supervisor, or designee.

In addition, each certificated employee has the authority to recommend to the administration a longer suspension and / or expulsion for misconduct based upon the severity of the action.

The disciplinary policy shall be developed (by mutual agreement between staff and building administration) during meetings in the first month of school, to be followed up by quarterly discipline meetings. Such disciplinary policy shall be enforced fairly and consistently by teachers and building administrators in all instances.

SECTION 3: Staff Development and Training

It is recognized that an effective staff development program is necessary to provide continuing opportunities for the professional growth of certificated teachers. Therefore, the District shall survey periodically certificated teachers to determine staff development needs. Such surveying, planning, and implementation may be with the assistance of the Association, other agencies, or colleges and universities.

1. Staff development activities may cover the following expenses:
 - a) Released time for classroom observation and visitation.
 - b) Released time for staff development workshops.
 - c) Workshops and classes designed to meet student needs.
 - d) Consultation and materials assistance for staff involved in curriculum innovation and change.
2. The Association may recommend to the District topics for after school courses, workshops, conferences, and programs designed to improve the quality of instruction.
3. In the implementation of new curriculum, the District may develop and implement an in-service training program for any certificated teacher(s) who will be responsible for the new curriculum program.
4. Upon recommendation of the administration and staff, the Board will give due consideration to implementation of the recommendation(s). The Board may allocate funds from the District's budget for the purpose of implementing mutually developed programs.
5. The District shall reimburse employees for approved expenses incurred as a result of participating in District approved staff development or in-service activities. Such reimbursement may include mileage, lodging, meals, registration fees and other expenses.
6. It is of mutual benefit to the Union and the District to involve as many staff in training opportunities as possible. To that end, staff will be given the opportunity to volunteer for training that is made available to buildings. If more volunteers request the option than space is available, the building will have an agreed upon selection protocol. Some training will be offered as leadership opportunities to district selected staff and some training will be identified for all staff.
 - a) Building EAC committees will develop selection protocols by October 1.
Protocols shall be reported at the District Level Labor/Management meeting.
7. The Association and employees will be notified of all training agendas no later than 48 hours in advance of all District/Building training.
8. The district will strive to offer the 30 clock hours provided for in WAC to certified staff who successfully complete all PLC requirements.

Training by Staff

Certificated teachers shall be used as trainers for district training when possible. Trainers will have the opportunity to be trained in the necessary subject with the understanding they will be expected to train building staff. The district will pay for subject training and must be approved by the Superintendent prior to training. At any time, a member of staff may put their request to train forward to their executive board or building representative.

Trainers will be paid their per diem rate for time spent outside of their day for preparation of training for the district. Prep time will be paid at a rate of one hour of prep time for every two hours of training, with a minimum of one hour of prep time. The district will also pay for additional training for the trainers to update their skills.

At the beginning of each school year, the District and association will collaboratively determine training needs and issue a joint request to all staff. Interested parties may contact the Superintendent/designee following the request and the Superintendent will notify members if they are selected at least 30 days before the proposed training. At the end of the school year, the District and Association will evaluate what training needs will be necessary for the next school year based on Legislative and Educational changes.

SECTION 4: Teacher Workload

A. Special Education/504 Students/Non-English-Speaking Students

The District will ensure that IEP's are provided to regular education staff for the special education students they serve at the beginning of the enrollment period provided the District has obtained them for students entering from other districts. The Case Manager will schedule IEP meetings to allow attendance by regular education staff. Subject to the requirements of law governing placement decisions, students identified with an IEP and non-English speaking students with a score of two (2) or lower on language assessment shall be equitably distributed in all classes in each grade level.

In addition, any employee who has been assigned students in his/her regular classes shall be provided special training as required by state law. Other certified employees may be provided with training and/or assistance upon request. The District shall consider the input of regular education staff in the allocation of resources in support of their inclusionary programs (e.g., aide time, planning time, additional curriculum/materials etc.)

B. ELL Overload Working Group

When there is an unbalanced student load in bilingual instruction, both parties agree to balance the bilingual population among qualified teachers. Prior to the start of school, the parties will meet to assure there is balance in student load issues. The parties also agree to meet when student loads may change due to enrollment fluctuations.

C. Elementary Overload Numbers

Elementary maximum class size shall be:

- 25 for kindergarten.
- 27 for grades 1-3
- 28 for grades 4-5
- 13 for Resource Room per instruction session

D. Secondary Overload Numbers

The District will make every effort to hold secondary school class limits to twenty-eight (28) or less. Overload payments shall apply if the daily class total exceeds an average of 31 students per period or an individual class exceeds 31 students, music excepted. Resource room classroom shall have no more than thirteen (13) students.

E. Overload Triggers and Compensation

1. Whenever a teacher's workload exceeds the figures above, the District shall compensate kindergarten through fifth grade teachers whose classroom exceeds the above stated maximums at the rate of \$10.00 per student per day. Compensate secondary teachers at the rate of \$3.00 per day per student over the daily limit.

The District shall implement one of the following:

- a. Form another class, including a combination class.
 - b. Transfer students to another classroom.
 - c. Place an aide in the classroom. Aide time shall be provided at the rate of one (1) hour per student overload up to a maximum of three (3) hours in the elementary and for one instructional period in the secondary.
2. Whenever a general education secondary teacher's workload increases by more than 5 IEP/504/Level 1 & 2 students who have been identified by their Case Manager and team using the form in Appendix B, the District shall compensate teacher at the rate of .5 hour per diem per day for 6-8 students per class and 1 hour per diem per day for 9 or more student per class until one of the following is implemented:
 - a. Form another class, including a combination grade level/content class.
 - b. Transfer students to another classroom within 15 days of student start date.
 3. Whenever a general education secondary teacher's class or period enrollment contains 2 (two) or more students who are identified as highly impacted on the form in Appendix B, the District shall pay the rate of 1 hour per diem per day.

F. Overload Calculation Procedures

The following procedure shall be used in calculating overload compensation. Overloads shall be determined by the individual teacher's class list as verified by the building principal. Overloads shall be verified on the first workday of each month for the preceding month. Overload compensation shall be paid from the first day until the overload ends.

Overload will be calculated and paid monthly. Overload will be tracked by the district and verified by the teacher prior to payment.

Covering Others' Work

In order to reduce the covering of classes, the District will make every reasonable effort to schedule coach's preparation times during the last period of the day and make every reasonable effort to schedule events and other activities at a later time to reduce the need for released class time.

Coverage of another class during preparation time is a professional responsibility of all teachers (as defined in the definitions).

An inclusive list of teachers shall be made at the beginning of each school year in reverse seniority order at each building. Availability shall be listed with the teachers' prep time noted.

1. An accurate and current list shall be kept by the building principal/designee.
2. When the need arises for a portion of a class to be covered by another teacher during his/her ordinarily scheduled prep time due to the lack of area substitutes, then the building principal/designee shall "go down" the list starting with the next available teacher on the daily, updated list whose prep time is needed to cover a class. The date that a teacher or the teachers assigned substitute uses their prep to cover a class shall be noted on the list. This list shall be updated on a daily basis by the building principal/designee.
3. Teachers are expected to cover a portion of a class that occurs during their regularly scheduled prep time under a circumstance caused by the lack of available area substitutes. Said coverage shall be paid at teacher's per diem rate at a minimum of one hour.
4. On PLC days and early release days, the employee shall be paid at a pro-rated per diem rate, no less than a half of an hour for coverage.
5. Principals may also choose to cover a portion or portions of a class when the lack of available substitutes necessitates such coverage.
6. Every effort shall be made to utilize a daily substitute to cover a class before a contracted teacher is assigned.
7. After 5 consecutive days, in the same assignment, substitutes will be utilized the same as a regular contracted teacher for the remainder of that assignment.

8. Teachers shall be notified by being informed in person and/or by email, when their prep time is going to be used to cover a class.
9. For class coverage documentation and submission of time to payroll, employees shall log into TMS to document all class coverage on a weekly basis.

Unforeseen Circumstances

When circumstances arise which require that teachers perform duties during their prep period, the teacher will be compensated at per diem. Application will be made on a case-by-case basis. Teachers who perform such duties for more than twenty minutes will be given credit on the class coverage rotation as if they had covered a class.

When the employer requires that teachers work during their prep period, they will be paid per diem, report their time in the ordinary manner and receive credit on the class coverage rotation.

Reporting Student Grades

Employees shall have two (2) working days for entering grades at the end of each grading period. Grades will be due by the end of the second scheduled workday.

SECTION 5: Special Education

The employer recognizes that special education instruction poses unique issues and problems for staff assigned to the special education department. Within a reasonable time after the commencement of the instructional year, but not later than November 15, the employer will convene a committee that includes special education teachers and the Special Education Director for the purpose of identifying and addressing emergent issues in the department, including, but not limited to, student assignments, staff workload, and administrative hurdles posed by outside agency funding requirements.

A Collaborative Sped/ELL Committee Meeting will be held before the school year starts to schedule paraprofessionals to best meet the needs of students. This committee will include the special education director, director of bilingual/ELL services, building administrators, special education teachers, ELL teachers, general education teachers and counselors.

Special Services Workload/Class Size

Special Services personnel will have the following workload:

1. Elementary, (K-5)
A maximum of 30 IEP students per full-time Special Services employee. A maximum of 13 students in any individual instructional period.

When a student requires a one-on-one Para-educator, that Para-educator shall not supplant any current "program" para-educator, nor cause a reduction in program Para-educator time.

The Special Services employee will be paid caseload overload of \$50 per student per month when the employee's caseload exceeds the maximum of 30 students.

2. Middle School (6-8)

A maximum of 30 IEP students per full-time Special Services employee. A maximum of 50 student periods per day of 5 class periods, with a maximum of 13 students in any individual classroom.

When a student requires a one-on-one Para-educator, that Para-educator shall not supplant any current "program" Para-educator, nor cause a reduction in program Para-educator time.

The Special Services employee will be paid caseload overload of \$50 per student per month when the employee's caseload exceeds the maximum of 30 students.

3. High School (9-12)

A maximum of 30 IEP students per full-time Special Services employee. A maximum of 55 student periods per day of 5 class periods with a maximum of 13 students in any individual classroom.

When a student requires a one-on-one Para-educator, that Para-educator shall not supplant any current "program" Para-educator, nor cause a reduction in program Para-educator time.

The Special Services employee will be paid caseload overload of \$50 per student per month when the employee's caseload exceeds the maximum of 30 students.

4. Developmental Preschool

A maximum of 10 IEP students per full-time Special Services Employee. A maximum of 5 students per session with a maximum total of 10 students per day. At least two 5.0 hours per day of Para-educator time will be provided for a total of 10 hours per day.

When a student requires a one-on-one Para-educator, that Para-educator shall not supplant any current "program" Para-educator, nor cause a reduction in program Para-educator time.

The Special Services employee will be paid caseload overload of \$50 per student per month when the employee's caseload exceeds the maximum of 10 students.

5. Life Skills

When a maximum of 10 IEP students are placed in a life skills classroom, a maximum of 10 hours of para-educator time will be assigned based upon the IEP team decision and student need. When the class size exceeds 10 students, the employee will receive overload pay. Additionally, if necessary and based on the IEP of the additional students, additional para-educator time may be added.

When the class size exceeds 12 students, the employee and the Special Services director will mutually choose between overload pay or adding an additional 5.0-hour program needs para-educator.

When a student requires a one-on-one Para-educator, that Para-educator shall not supplant any current “program” Para-educator, nor cause a reduction in program Para-educator time.

The Special Services employee will be paid caseload overload of \$50 per student per month when the employee’s caseload exceeds the maximum of 10 students.

6. Behavior Classroom

A maximum of (6) six IEP students, and a total of 12.0 hours of Para-educator time per day. When the class size exceeds (8) eight students, the employee and the Special Services director will mutually choose between overload pay or adding one six-hour program needs Para-educator. When the class size exceeds 12 students, the employee and the Special Services director will mutually choose between overload pay or adding an additional six-hour program needs Para-educator.

When a student requires a one-on-one Para-educator, that Para-educator shall not supplant any current “program” Para-educator, nor cause a reduction in program Para-educator time.

The Special Services employee will be paid caseload overload of \$50 per student per month when the employee’s caseload exceeds the maximum of 6 students.

7. Occupational/Physical Therapists

A maximum of 40 IEP students, plus at least 6.0 hours per day of Para-educator time.

The Special Services employee will be paid caseload overload of \$50 per student per month when the employee’s caseload exceeds the maximum of 40 students.

8. Speech and Language Pathologist

A maximum of 50 IEP students, plus at least 6.0 hours per day of Para-educator time.

The Special Services employee will be paid caseload overload of \$50 per student per month when the employee’s caseload exceeds the maximum of 50 students.

9. Teacher of the Visually Impaired

A maximum of 30 IEP students; 6 students on the TVI caseload is equal to one full day per week of IEP paperwork, consultation, technical instruction for staff, student instruction, and evaluation time.

The Special Services employee will be paid caseload overload of \$50 per student per month when the employee’s caseload exceeds the maximum of 30 students or 6 students per full day.

Classroom Overload Compensation for Special Services

When an overload occurs in a Special Services class or service provider, the district will attempt to alleviate the overload in accordance with option 1 and/or 2 below. In the

event the district does not alleviate the overload through option 1 or 2, the affected employee will then elect to take option 3 or to receive compensation.

1. District will hire an additional employee.
2. Students may be transferred.
3. Para-educator time may be assigned at the option of the employee as follows:
 - a) When Para-educator time is used the time will consist of one-half day per classroom at the elementary level or one class period of overload at the secondary level.
 - b) Para-educator time will be generated outside existing special education programs.
 - c) Para-educator time will be assigned during overloaded secondary class periods.
4. A Special Services employee who elects to receive compensation in lieu of Para-educator time will be paid as follows:
 - a) Elementary (K-5) \$3.50/per student per instructional period
 - b) Secondary (6-12) \$3.50/per student per class period
 - c) Developmental Preschool \$35/per student per week
 - d) Life Skills \$17.50/ per student per day
 - e) Behavior Classroom \$17.50/ per student per day
 - f) Occupational/Physical Therapist \$17.50/ per student per week
 - g) Speech & Language Pathologist \$17.50/per student per week
 - h) Teacher of the Visually Impaired \$17.50 per student per week

In all instances, overloads will be paid to the affected employee from the first day of overload up to the time the overload is alleviated or the employee elects to have a Para-educator. Overload verification is the responsibility of the Special Education teacher.

Incentive Pay

The District and Association agree the nature of Special Education requirements add significant additional time outside of the classroom including meetings and related paperwork that extends beyond the contracted day, as well as the importance of attracting and retaining high quality special education staff.

Additional hours will be provided to employee annually for purposes of IEP writing, progress monitoring, special services related meetings i.e., IEP meetings, MDT meetings, qualification meetings, manifestation determination meetings and parent meetings, etc. and duties required for the special education teachers. For the purposes of fulfilling all duties associated with special education, six (6) days will be paid at the employee per diem rate in twelve (12) equal payments on a supplemental contract beginning in September. The remaining four (4) of the IEP days may be taken as release time in full-day or half-day increments.

Functional Behavior Assessments will be completed by a school psychologist or contracted behavior specialist. Teachers are responsible for their own in-class observations.

Alternative Access for State Testing (Portfolio Assessments, WA-AIMS and WIDA)

The district will provide annual training and assistance for employees required to complete a portfolio assessment or WA-AIMS and/or WIDA as students' alternative access for state testing. This will include, at a minimum, two hours of overview training based on state requirements and additional training and staff support based on teacher needs.

The district will make opportunities available during early release and PLC days each school year and at other times prior to state mandated deadlines to establish data collection points to provide special education teachers time to collaborate when needed.

In addition, employees required to complete alternate state testing will be given 3 additional release days paid at the employees per diem. Once the number of assessment administration exceeds 4, the employee will be paid one additional release day paid at the employees per diem for each assessment given.

Managing Additional Caseloads

When a special education position is unable to be filled with a certified special education teacher, employees who hold special education certification will be asked to cover part or all of a caseload for a position. Employees who cover an IEP or caseload will receive 4 hours per diem for each IEP they write for students not on their normal caseload. In addition, employees will receive 1 hour per diem for each progress reporting period in which they are responsible for the student. Completion of any portion of the progress reporting will entitle the employee to the full payment for that reporting period. Employees can decline to accept additional IEPs and caseloads outside their normal assignments.

In the event there is a case with exceptional circumstances on the caseload being covered, an additional 7.5 hours of pay or more will be granted per special case.

This provision will not be used in place of making every effort to fill all Special Education positions with certificated employees.

SECTION 6: Employee Working Conditions

1. The District agrees to keep the schools reasonably equipped, maintained and safe from hazard as well as clean and healthy.
2. The Board of Directors shall provide within fiscal resources, the following facilities and equipment for use of the employees:
 - a) Locking storage space in each classroom to safely store instructional materials, supplies and other sensitive materials including personal items.
 - b) A central work area containing necessary equipment and supplies to aid in preparation of instructional materials.
 - c) A teacher's chair, desk, and file cabinet of adequate size in each classroom.

- d) Sufficient student copies of approved textbooks for each class, including a corresponding teachers manual and support materials.
- e) A telephone available for local calls in each teacher workstation, and the staff lounge.
- f) A working computer with appropriate software and printer, including access to a high-speed internet connection.
- g) Access to the building via security code, keys or pass cards to allow entry during off hours to assigned classrooms, staff rooms, areas where the teacher mailboxes are located, and other pertinent locations based on their individual work assignments.

SECTION 7: Educational Advisory Committee

An Educational Advisory Committee (EAC) shall be established at each school building in the District. Employees who serve on the EAC shall be selected by their peers at the building level. Each EAC shall include a minimum of five (5) employees as well as the building principal or a designee and may include Association building representatives and the Association President. The committee should be as representative as possible of grade level and departmental diversity in each school. Each EAC shall select a chairperson and a recording secretary, and each is encouraged to develop procedures to provide viable communications with building staff. The EAC meeting shall take place before the 15th of each month. Notes will be submitted to the Superintendent and KBEA President, within 48 hours. A flow chart will be developed for how issues are brought up in EAC and those issues not resolved will be presented in Labor and Management, each month.

Each EAC shall commence operation on or about the opening day of the school year and shall meet on a periodic basis throughout the school year. EAC's may investigate and make recommendations on any matter of interest to the building staff including, but not limited to, student discipline, building budgets, curriculum materials and supplies, school events / parental participation, in-service programs, development of teaching assignments and schedules, and faculty meetings. No recommended action may violate law, administrative regulations, District policies, or the terms of this collective bargaining contract.

SECTION 8: Professional Learning Communities (PLC)

The District and Association have a common interest in creating/developing PLCs in our District as an important way to improve student learning. The term PLC or Professional Learning Community, based on a definition by DuFour: "An ongoing process in which educators work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for the students they serve."

The parties agree that the process of successfully developing and implementing PLCs requires commitment to resources such as time and training as well as a commitment to reflective practice and an action/results orientation.

PLC training will be provided to 3 elementary PLC leaders and 3 secondary PLC leaders at the beginning of each school year. The district will pay for said training. The PLC leaders will then be responsible for training the remaining PLC's in their own buildings and grade levels. PLC time may be used for said training. Formal PLC's will not begin until all members have been trained in the DuFour's Process.

PLC's are to be held during early release Wednesdays.

PLCs plan and conduct their learning/work to address the following questions:

- What exactly do we expect all students to learn?
- How will we know if and when they've learned it?
- How will we respond when some students don't learn?
- How will we respond when some students have already learned?

The parties additionally have utilized the bargaining process and have agreed to the following: "Professional Learning Community" ("PLC") is a collaborative team process based on participants reaching consensus on their missions, values, norms, and goals. Collaborative discussions around shared goals, shared decision-making and shared responsibility are foundational.

In a PLC, staff collaboration focuses on data review and analysis in order to develop high quality curriculum, instruction, interventions, and assessments with the goal of improved student learning.

Participation in school site PLCs shall be a collaborative decision between PLC members and the principal. Examine student assessment systems and data relevant to the school site, grade level, and/or department; Discuss or consider appropriate instructional interventions, modifications, and/or differentiation options; and undertake other matters as agreed-on by the PLC at the school site. Note: scheduling needs to be collaboration for teams and not just for training times. Principals may observe and participate during this time; however, they do not conduct or lead the meetings. Notes will be kept for continuity and accountability and shared with principals.

Agendas and operating norms for each PLC meeting will be established through a collaborative process determined and agreed-on at each school site. Professional development needs are determined within the PLC, and then provided through the PLC structure or other agreed upon means.

PLC's are not time for district, building or association directed meetings. PLC control is directed by the teacher with input given by the building principal. Time for PLC schedule/calendar shall be adopted and provided to PLC members prior to the beginning of the school year. Adjustments to PLC days will be mutually agreed upon by the parties through the labor management process and those adjustments will be communicated to the buildings the next business day.

SECTION 9: Scheduling

Teachers will be involved in the scheduling process and will have input on scheduling of students, course offerings, and adjusting student mixes.

Every attempt will be made for those teachers who coach to have prep at the last period of the day (to minimize classroom coverage).

Teachers will be notified of their teaching assignment/class period schedule for the next school year by the final day of school. If any changes to the schedule are necessary, these changes must be confirmed by both parties no later than by August 1.

SECTION 10: Technology Plan

A minimum of two employees per building shall serve on the District Technology Plan Committee. It is the responsibility of the assigned administrator and these committee members to report and discuss technology plans with each building no fewer than two times prior to completion of the annual plan review.

The district will provide appropriate technology for all teachers throughout the district. The district will create a rotating replacement schedule for each classroom computer and or laptop, video equipment or other technology used to teach. All students and teachers will have access to updated technology, this includes, but is not limited to WIFI, laptops, video cameras, updated software. It is the responsibility of the district to provide updated licenses for all software used to prep/plan and teach students. It is also the responsibility of the district to provide e-books as necessary (which includes all licenses). The district will provide all peripherals, including cords, printers, screens, pointers, etc.

SECTION 11: Teacher Assistance Program

1. Every teacher new to the District, regardless of prior teaching experience shall have a mentor teacher assigned to them by the Building Principal. The role of the mentor teacher will be to serve as a resource with respect to practical/administrative details of working in the particular building, and in the District.
2. Such matters include, but are not limited to,
 - a) District policy regarding the reporting of time worked and anticipated absences.
 - b) the role of the EAC;
 - c) arrival/departure times; use of purchasing authority or credit cards.
 - d) student disciplinary standards and general administrative policy or custom particular to each building.
3. For less-experienced teachers, the mentor teacher will also serve as an instructional and student-management resource, as needed.

4. Building Principals will make a reasonable effort to recruit/assign mentor teachers from the same department (secondary schools) or grade level (elementary/primary schools) to which the new teacher will be assigned.
5. Serving as a mentor teacher is voluntary; no teacher will be compelled to assume the role. Mentor teachers do not have supervisory authority.
6. The mentor teacher shall not have any responsibility or authority to impact the beginning teacher's annual evaluation.
7. The mentor teacher shall have the responsibility to serve in a peer capacity rendering professional assistance as deemed appropriate.
8. Payment of a stipend in the amount of \$375.00 shall be made to mentor teachers in their June paycheck.
9. Mentor teacher assignments terminate at the end of the instructional year in which the assignment is made.

SECTION 12: Materials

The District shall provide each employee not less than \$500 yearly to purchase needed supplies for the classroom/worksites. The allocation shall be calculated based on the employee's actual full-time equivalency. Such purchases shall be at the discretion of the individual employee. Upon showing of legitimate need, purchase may be made at an alternative vendor with proper documentation. Funds shall be encumbered by May 1 of each year and may be carried over for one additional year. Shared employees between buildings will receive the \$500 classroom supply budget plus an additional \$250 (to help supply the additional room). Classroom budgets (funding) are to be used prior to any other monies unless the district has provided a grant for new equipment or other needs. Teacher's budgets are the last budget recourse item and teachers are in sole control of those funds.

SECTION 13: Location Moves and Uninterrupted Preparation Time

The District shall strive to limit the number of classrooms/worksites to which employees are assigned. The allocation shall be calculated based on the employee's actual full-time equivalency. In the event the employee is assigned to move locations for instruction, every effort will be made to limit the number of moves to no more than one per day and to limit the distance of the move. In addition, to the extent possible, every employee shall be provided with an appropriate location for their planning period free from interruptions and distractions.

SECTION 14: Contract Committee Work

Committees named in the contract must be formed within the first month of school unless they are continuing. Minutes will be kept during each meeting and e-mailed to the appropriate staff within one week. If these meetings extend beyond the contracted

workday, payment will be made in fifteen (15) minute increments at the employees per diem.

SECTION 15: Social Emotional Learning

A. Secondary Advisories: Comprehensive Secondary schools will provide a student advisory period for the purpose of delivering social emotional learning curriculum and supporting student success.

1. SEL curriculum across secondary schools not to exceed one hundred (100) minutes per week.
2. Curriculum will be preplanned, with all materials prepared, and provided to teachers by the district.
3. Grades will not be required.
4. A subcommittee will be created through the EAC at each building for the purpose of creating implementation of the curriculum. Per diem rate will be paid for pre-approved additional after-hours work.

B. Elementary Social Emotional Learning: Elementary schools will provide a range of opportunities for students to engage in social emotional learning, using only District approved curriculum. Employees are only required to teach from one approved curriculum.

Article V - Duration and Signatory Provision

This agreement shall remain in full force and effect from August 31, 2023, to and including August 31, 2024. The parties agree that there will be no strike by the Association or lockout by the District for the duration of this Contract.

The parties agree to reopen this agreement in relevant areas in the event that the State Legislature enacts changes to certified staff wage/benefit funding or school district funding during the term of this agreement. The purpose of such a reopener would be to consider and accommodate such legislative changes.

Either party may, upon written notice no later than sixty (60) days before the date of expiration, give notice of its intent to negotiate a successor agreement with the other party.


IN WITNESS WHEREOF, the parties have set their hands this 30 day of October, 2023.

Upon mutual consent of both parties, this Agreement may be modified at any time.

Kiona-Benton Education Association

Kiona-Benton School District


Stephanie Adamson, Lead Negotiator


Pete Peterson, Superintendent


Donna Baumgartner, Recorder


Dale Thornton, School Board Chairman

APPENDIXES

APPENDIX A- Salary

	BA+0	BA+15	BA+30	BA+45	BA+90	MA+0	MA+45	MA+90 or PHD
Year 0	\$ 51,757.00	\$ 51,757.00	\$ 51,757.00	\$ 53,619.00	\$ 55,550.00	\$ 57,549.00	\$ 59,622.00	\$ 70,159.00
Year 1	\$ 53,050.00	\$ 53,050.00	\$ 53,050.00	\$ 54,960.00	\$ 56,939.00	\$ 58,989.00	\$ 61,111.00	\$ 71,913.00
Year 2	\$ 54,376.00	\$ 54,376.00	\$ 54,376.00	\$ 56,333.00	\$ 58,362.00	\$ 60,463.00	\$ 62,639.00	\$ 73,711.00
Year 3	\$ 55,735.00	\$ 55,735.00	\$ 55,735.00	\$ 57,742.00	\$ 59,821.00	\$ 61,974.00	\$ 64,205.00	\$ 75,554.00
Year 4	\$ 57,128.00	\$ 57,128.00	\$ 57,128.00	\$ 59,186.00	\$ 61,317.00	\$ 63,524.00	\$ 65,810.00	\$ 77,442.00
Year 5	\$ 58,557.00	\$ 58,557.00	\$ 58,557.00	\$ 60,665.00	\$ 62,849.00	\$ 65,111.00	\$ 67,456.00	\$ 79,378.00
Year 6	\$ 60,023.00	\$ 60,023.00	\$ 60,023.00	\$ 62,182.00	\$ 64,421.00	\$ 66,739.00	\$ 69,142.00	\$ 81,363.00
Year 7	\$ 61,521.00	\$ 61,521.00	\$ 61,521.00	\$ 63,737.00	\$ 66,032.00	\$ 68,408.00	\$ 70,871.00	\$ 83,397.00
Year 8	\$ 63,060.00	\$ 63,060.00	\$ 63,060.00	\$ 65,330.00	\$ 67,682.00	\$ 70,118.00	\$ 72,643.00	\$ 85,481.00
Year 9	\$ 64,637.00	\$ 64,637.00	\$ 64,637.00	\$ 66,964.00	\$ 69,373.00	\$ 71,870.00	\$ 74,457.00	\$ 87,618.00
Year 10	\$ 66,252.00	\$ 66,252.00	\$ 66,252.00	\$ 68,638.00	\$ 71,108.00	\$ 73,668.00	\$ 76,320.00	\$ 89,808.00
Year 11	\$ 67,890.00	\$ 67,890.00	\$ 67,890.00	\$ 70,352.00	\$ 72,886.00	\$ 75,510.00	\$ 78,227.00	\$ 92,054.00
Year 12	\$ 67,890.00	\$ 67,890.00	\$ 67,890.00	\$ 72,113.00	\$ 74,710.00	\$ 77,399.00	\$ 80,183.00	\$ 94,356.00
Year 13	\$ 67,890.00	\$ 67,890.00	\$ 67,890.00	\$ 73,468.00	\$ 76,577.00	\$ 79,334.00	\$ 82,188.00	\$ 96,714.00
Year 14	\$ 67,890.00	\$ 67,890.00	\$ 67,890.00	\$ 73,468.00	\$ 78,489.00	\$ 81,315.00	\$ 84,243.00	\$ 99,132.00
Year 15	\$ 67,890.00	\$ 67,890.00	\$ 67,890.00	\$ 73,468.00	\$ 80,453.00	\$ 83,349.00	\$ 86,349.00	\$ 101,611.00
Year 16 or More	\$ 67,890.00	\$ 67,890.00	\$ 67,890.00	\$ 73,468.00	\$ 82,464.00	\$ 85,432.00	\$ 88,507.00	\$ 104,151.00

APPENDIX B

Special Education Evaluation Criteria Form for Overload

Highly Impacted Instruction Identification Form

Student Name:		Date:
School:	<input type="checkbox"/> Elementary School	<input type="checkbox"/> Middle School
		<input type="checkbox"/> High School
Case Manager:		
Qualification:	<input type="checkbox"/> 504 – Level:	<input type="checkbox"/> IEP
		<input type="checkbox"/> ELL
		<input type="checkbox"/> Other:
Goal Areas:	<input type="checkbox"/> Basic Reading	<input type="checkbox"/> Math Calculations
	<input type="checkbox"/> Reading Fluency	<input type="checkbox"/> Math Reasoning
	<input type="checkbox"/> Reading Comprehension	<input type="checkbox"/> Social emotional
	<input type="checkbox"/> Written Expression	<input type="checkbox"/> Adaptive behaviors
	<input type="checkbox"/> Communication	<input type="checkbox"/> Other:
Class Subjects:	Highly Impacted?	Notes:
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Appendix C

KIONA-BENTON CITY SCHOOL DISTRICT NO. 52

NOTICE OF GRIEVANCE

Name of person submitting Grievance: _____

Building: _____

Person to Whom Grievance is submitted: _____

Date of Violation: _____

Date of Grievance: _____

Article(s) of the contract allegedly violated. _____

Brief Description of Violation: _____

Remedies Sought: _____

Step One: Date of Meeting and Disposition: _____

Step Two: Date of Meeting and Disposition: _____

Step Three: Date of Meeting and Disposition: _____

Signature: _____

Appendix D

OBSERVATION / EVALUATION FORM

For Certificated Support Personnel

EMPLOYEE _____ EVALUATOR _____

SCHOOL _____ GRADE/SUBJECT _____

OBSERVATION DATES & TIMES _____

EVALUATION DATES & TIMES _____

DATE OF CONFERENCES: _____

-
-
1. **KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD:** Each certificated support person demonstrates depth and breadth of knowledge of theory and content in the special field. The employee 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.

Indicators:

- A. Has knowledge of the theories governing various procedures.
- B. Understands basic principles of human growth and development.
- C. Has awareness of personal and professional limitations and makes appropriate referrals.
- D. Develops a program of service supported by knowledge, research, and theory found in the specific field.

NARRATIVE: _____

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.

Indicators:

- A. Designs and conducts a program of value based upon the best knowledge in the specific area.
- B. Is able to synthesize and integrate testing and non-testing data.
- C. Helps others involved with students interpret and use data.
- D. Provides case studies when necessary.
- E. Develops goals and objectives consistent with those of the District.

NARRATIVE: _____

3. **MANAGEMENT OF SPECIAL & 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.

Indicators:

- A. Selects and recommends tests, devices, materials, etc., appropriate for student needs.
- B. Uses comparative and interpretative data.
- C. Understands the limitations of tests, devices, and materials.

D. Provides privacy and protects student and family information.

NARRATIVE: _____

4. **THE SUPPORT PERSON AS A PROFESSIONAL:** Each certificated support person demonstrates awareness of his / her limitations and strengths and demonstrates continued professional growth.

Indicators:

- A. Knows the laws governing the area of specialization.
- B. Is committed to school and professional activities.
- C. Is committed to career-long professional growth.
- D. Is able to maintain good professional rapport with other staff members.

NARRATIVE: _____

5. **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.

Indicators:

- A. Consults with persons involved to determine services to be given.
- B. Plans and develops support programs in specialized areas.
- C. Interprets needs of students to all persons involved both orally and in writing.

NARRATIVE: _____

Based on the above observations and evaluations, I judge this employee's overall performance to be:

(Check one)

_____ Satisfactory

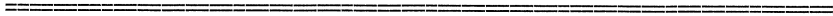
_____ Unsatisfactory

EVALUATOR'S SIGNATURE: _____

DATE: _____

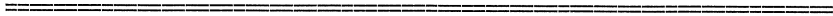
FACTORS WHICH LIMIT ACCOUNTABILITY

- () Teacher Workload
- () Adequacy of Facilities and Equipment
- () Availability of proper Instructional Material and Supplies
- () None of the Above



Evaluator's Signature

Date



EMPLOYEE'S NARRATIVE

APPENDIX E – JUST CAUSE STANDARDS

The just cause standards include:

1. Notice: Did the District give to the Employee forewarning or foreknowledge of the possible or probable consequences of the Employee's conduct?
2. Reasonable Rule or Order: Was the District's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the District, and (b) the performance that the District might properly expect of the Employee?
3. Investigation: Did the District, before administering the discipline to an Employee, make an effort to discover whether the Employee did, in fact, violate or disobey a rule or order of management?
4. Fair Investigation: Was the District's investigation conducted fairly and objectively?
5. Proof: At the investigation, did the "judge" obtain substantial evidence or proof that the Employee was guilty as charged?
6. Equal Treatment: Has the District applied its rules, orders, and penalties even handedly and without discrimination to all employees?
7. Penalty: Was the degree of discipline administered by the District in a particular case reasonably related to (a) the seriousness of the Employee's proven offense, and (b) the record of the Employee in his/her service with the District?

Illegal or Flagrant Misconduct

The following is a list of illegal or flagrant misconduct that may lead the district to not follow the progressive discipline procedures:

- Possessing or consuming non-prescribed narcotics on company property
- Reporting to work intoxicated/impaired.
- Instigating fight on company property
- Carrying a weapon on District property
- Theft
- Intentional harassment, including sexual harassment.
- Destruction of property
- Gross Insubordination
- Misrepresentation of important facts in seeking employment
- Violation of confidentiality
- Extended unexcused absences
- Gambling on District property
- Failure to report to work.

APPENDIX F: CTE

Teacher: **John Doe**
 CTE Extended Contract Documentation Form
 Month: **March**

Listed Hours in Each Category

Date	Description	Student Contact										Non-Student Contact					TOTAL DAILY HOURS	
		Preparing for/Attending CTE Career Development Events	Visiting Projects	Sharing in Community Service Activities with Students	Attending Conventions, Career Fairs, Other Events with Students	Participating in Leadership Development Activities/Workshops with Students	Student Meetings	Misc. Student Contact (Describe Below)	Attending Advisory Committee Meetings	Attending CTE Teacher Conferences	Planning for Completions & Programs	Visiting Industries/Firms	Visiting Employer/Employees Sites	Other				
1																		
2																		
3																		
4																		
5																		
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25																		
26																		
27																		
28																		
29																		
30																		
31																		
TOTAL STUDENT CONTACT HOURS FOR MONTH/AREA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL NON-STUDENT CONTACT HOURS FOR MONTH/AREA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL STUDENT CONTACT HOURS FOR MONTH		0																
TOTAL NON-STUDENT CONTACT HOURS FOR MONTH		0																

Total Contract Days this Month: _____

Principal Signature: _____

Teacher Signature: _____

APPENDIX G - Discipline

DISCIPLINE AND TIERS OF BEHAVIOR:

A behavior referral in Skyward is to be completed for all cases that are sent to the Office/Administrator. When students are referred to the Office, the structure for discipline is aligned with KBSD Publication: Behavior Guidelines for Secondary Students.

Tier 1 Behaviors:

Minor behavior infractions that violate school or classroom rules, policies, or procedures.

Tier 2 Behaviors:

Tier One behavior infractions that are severe in nature or are repeated three or more times during the school year (discretion of site administration).

Major behavior infractions that violate KBSD policy or regulation, impact student or staff safety, are subject to law enforcement involvement, and/or cause property damage.

Tier 3 Behaviors:

Behavior infractions identified as mandatory expellable offenses and sexual assault.

BEHAVIOR TIERS:

TIER ONE

Definition: Minor behavior infractions that violate school or classroom rules, policies, or procedures.

Behaviors:

- ✓ Absence
- ✓ Acceptable Use Policy
- ✓ Aggressive Behavior
- ✓ Auto Misuse
- ✓ Bus Infraction
- ✓ Cheating
- ✓ Class Disruption
- ✓ Closed Campus
- ✓ Disregard Rules/Regulations
- ✓ Dress Code Violation
- ✓ Forgery/Dishonesty
- ✓ Insubordinate
- ✓ No Show – Detention
- ✓ No Show – Office Non-Dress PE
- ✓ Nuisance Item
- ✓ Out of Seat

- ✓ Outbursts
- ✓ Personal Communication Device
- ✓ Plagiarism
- ✓ Public Display of Affection
- ✓ Tardies
- ✓ Tardy Lockouts/Sweeps
- ✓ Truancy
- ✓ Unacceptable Language

Interventions:

- ✓ Redirection
- ✓ Rule Review
- ✓ Conference with Student
- ✓ Counseling Referral
- ✓ Behavior Contract Resolutions:
- ✓ Phone Conference with Parent/Guardian
- ✓ Detention
- ✓ Required Parent Conference (RPC) (follow progressive discipline)

TIER TWO

Definitions: Tier One behavior infractions that are severe in nature or are repeated three or more times during the school year.

Major behavior infractions that violate KBSD policy or regulation, impact student or staff safety, are subject to law enforcement involvement, and/or cause property damage.

Includes all discretionary expellable offenses.

Behaviors:

- Alcohol – Possession (1st Offense)
- Alcohol – Use (1st Offense)
- Arson
- Assault – Staff
- Assault – Student (bullying type)
- Battery – Student (bullying type)
- Bullying
- Campus Disruption
- Graffiti
- Habitual Truancy Citation
- Hazing
- Hitting
- Immoral Conduct

- Inappropriate Touching
- Robbery
- Theft
- Threat – School
- Threat – Staff
- Threat – Student
- Tobacco – Possession
- Tobacco – Use
- Trespassing
- Vandalism
- Verbal Abuse
- Verbal Confrontation
- Controlled Substance – Possession (1st Offense)
- Controlled Substance – Use (1st Offense)
- Cyber bullying
- Drug Paraphernalia
- Extortion (bullying type)
- Fighting
- Fire Alarm Pull
- Gambling
- Gang Involvement Offense)

Interventions:

- Parent/Guardian Conference
- Peer Mediation
- Behavior Mentor
- Counseling Referral
- Social Worker Referral
- Threat Assessment Referral
- Summer Set
- In-House Suspension
- Suspension
- Alternate School Placement
- Behavior School Recommendation
- Discretionary Expulsion Recommendation (follow progressive discipline)

TIER THREE

Definition: Behavior infractions identified as mandatory expellable offenses and sexual assault.

Behaviors:

- Alcohol – Distribution
- Alcohol – Possession (2nd Offense)
- Alcohol – Use (2nd Offense)
- Battery – Staff
- Battery – Staff with Injury
- Battery – Student with Injury (bullying type)
- Controlled Substance – Distribution
- Controlled Substance – Possession Repeated
- Controlled Substance – Possession with Intent
- Controlled Substance – Use (2nd Offense)
- Possession of Weapons
- Possession/Use of Weapons with Injury
- Possession of Weapons with Threat
- Sexual Assault

Interventions:

- Drug/Alcohol Intervention
- Law Enforcement Involvement
- Expulsion