

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

KELSO SCHOOL DISTRICT

AND

KELSO EDUCATION ASSOCIATION

JULY 1, 2015 – JUNE 30, 2017

Kelso School District Bargaining Team:

1. Jenae Gomes, Executive Director, Human Resources (Lead)
2. Scott Westlund, Executive Director, Business & Operations

Kelso Education Association Bargaining Team:

1. Pat Hymes, Kelso High School Dean of Students / PE Teacher (Lead)
2. Sharon Dolan, Kelso Education Association President
3. Roy Maier, WEA Region Representative
4. Kelli Stewart, Special Education Teacher (KEA Secretary)
5. Bob Gustin, Kelso High School Language Arts Teacher
6. Michael Boyer, WEA Advocacy Specialist

July 1, 2015 – June 30, 2017

DURATION

This agreement shall be in effective as of July 1, 2015 and shall continue in effect until the 30th day of June, 2017. Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the contract expiration date of June 30, 2017.

Salary Schedule (Article VI, Section A and B), and Medical and Dental Insurance (Article VI, Section C) and any legislation that affects the terms and conditions of employment of Association members shall be subject to negotiations during each year of this Agreement.

This agreement shall expire at the date unless it is extended for a specific period or periods by a mutual agreement by the parties.

KELSO SCHOOL DISTRICT NO. 458

KELSO EDUCATION ASSOCIATION

Superintendent

Shaun Odum

President

Date

10-5-15

Date

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ARTICLE I

RECOGNITIONS AND AGREEMENTS

A. Preamble

This agreement is entered into this 1st day of July, 2015 between the Kelso School District Board of Directors hereinafter referred to as the "District," and the Kelso Education Association, hereinafter referred to as the "Association."

"Employees" as referred to herein shall mean all certificated staff covered by this Agreement.

The intent of this Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, terms and conditions of employment for personnel included in the bargaining unit.

B. Recognition

The District recognizes the Association as the bargaining representative for all employees included in the bargaining unit as described below.

The certificated personnel who hold valid contracts with the District and substitutes as identified in Article VII of this agreement comprise this bargaining unit and are subject to the terms of this Agreement: excluding the superintendent, human resource department, administrative assistants, directors and assistant directors, CTE/vocational director, athletic director, music director, and summer school director, principals and assistant principals.

C. Conformity to Law

1. This agreement shall be governed and construed according to the Constitution and the laws of the State of Washington. Nothing contained within this agreement shall be construed to deny or restrict to any employee rights he/she may have under applicable laws and regulations of the State of Washington and the United States.
2. If any provision of this Agreement is held to be invalid by court of jurisdiction or PERC decisions, such provision shall become inoperative, but the remainder of the Agreement shall remain in full force and effect for the duration of this Agreement.
3. If any provision of this Agreement is found to be contrary to law, the Board and Association agree to commence bargaining on such provision as soon as possible.

D. Association Rights

1. Intra-school mail facilities may be used for distribution of Association communications so long as such communications are labeled as Association materials and contain the name of the authorizing Association official and are not detrimental to District-employee relations or defaming to any individual or groups.
2. School facilities may be used for Association meetings at reasonable times during non-duty hours provided that such meetings shall not interfere with the normal school operations. Clearance for the use of school buildings shall be with the school principal or his/her designee. The Association shall be liable for any damages occurring from its use of the facilities.
3. The bulletin boards in each faculty lounge may be used for Association notices and matter of Association concern provided they are not detrimental to District-employee relations and are signed by a school representative or authorized Association official.
4. The District shall, upon written request, make available to the Association information required by statute. Any educational reform programs contemplated by the District which impact the terms and conditions of employment of bargaining unit members shall be negotiated with the Kelso Education Association pursuant to Chapter 41.59 RCW.
5. Information which is in prepared form and/or readily available will be made available to the Association to aid in the process of a grievance when the Association represents a grievance.
6. The District will send to the Association president a list of newly employed bargaining unit members showing their school assignment(s) and FTE.
7. Within a reasonable time (not to exceed forty-five (45) days) following ratification and signing of this Agreement by the parties, the District, at its own expense, shall print copies of this Agreement for each employee and twenty-five (25) additional copies shall be provided to the Association.

8. The school principal and Association representative shall be responsible for distribution of a copy to each employee. The employee shall sign for the copy provided.
9. All certificated individuals making employment application to the District shall be provided upon their request a copy of the Agreement by the District when the applicant arrives in the District for an interview.
10. The current Contract Maintenance Committee format and process will become an established committee within the district to provide for ongoing communication and agreement between the District and the Association on matters related to this contract and other pertinent issues. This committee shall meet as mutually scheduled by the representatives of the parties.
11. The second Wednesday of each month is to be kept clear of all meetings to be available for Association Representative Council. This includes district sponsored in-service (college classes) and meetings. Upon consultation and by the mutual agreement of the Association and the District, the District may schedule meetings after 3:45 p.m. on the Second Wednesday of the month.

E. Employee Rights

1. Any adverse action which affects the employee's contractual employment shall be in accordance with statute.
2. All employees in the bargaining unit shall be guaranteed full due process of law. Due process includes the rights to be informed of the charges against him/her, to be informed of the identity(s) of his/her accusers, and to present evidence in his/her own defense.
3. Employees will not be required to search a student, a student's possessions or a student's locker.

F. Due Process

1. No employee shall be disciplined or adversely affected without just/sufficient cause. (See Appendix J). The specific grounds forming the basis of disciplinary action will be made available to the employee and/or the Association in writing if requested.
2. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action. The employer agrees to follow a policy of progressive discipline except in those situations of a severe and/or emergency nature.
3. No disciplinary notices more than three (3) years old shall be applied toward future disciplinary actions unless a same type of offense was committed during the three (3) year period of time.
4. If any employee receives a disciplinary notice and if such employee goes for one (1) year without further discipline, he/she shall be furnished a follow-up notice placed in the employee's personnel file, if requested by the employee.
5. An employee shall be advised in advance of the right to have a representative present when formally being reprimanded, warned, disciplined or adversely affected in writing. All information forming the basis of any formal reprimand, warning, discipline or adverse effect shall be made available to the employee.
6. Any complaint made against an employee by a parent, student or other person will be promptly called to the attention of the employee. The procedure in Article II, Section E will be followed.
7. Anonymous complaints against an employee shall not result in disciplinary action unless investigated and found to be factual.

G. Reduction in Force and Recall

Article I, Section G is intended to create separate occupational categories and seniority lists for continuing contract status certificated personnel under RCW 28A.405.210 and provisional status certificated personnel under RCW 28A.405.220. To the extent consistent with the reductions necessary to implement the District's adopted reduced educational program for the school year, reductions shall first be made amongst employees in the provisional occupational status employees before employees in the continuing contract occupational status employee are non-renewed or reduced in their basic contracts.

The District shall use seniority and qualifications as set forth in Article I, Section G to determine which provisional contract status employees are reduced and the recall rights for such employees; provided, that the District may recall the most senior provisional employee on recall status with the required qualifications under Article I, Section G, to fill any new position(s) that become available for the school year(s) educational program without first

transferring retained staff to create a vacancy in a different position that a more senior provisional status employee on the recall list has the qualifications to fill.

1. In the event of a lack of reasonable assurance of adequate financial resources to maintain the District's education program and services at substantially the same levels for the following school year, or a major loss of funds that may reduce a program or service, the District shall adopt a reduced educational program.
2. The Superintendent will prepare a budget reduction proposal for recommendation to the District at least thirty (30) days prior to the date established by law for certificated contract non-renewal. The Association, in a timely fashion, shall be provided an opportunity for input.
3. It is recognized that individuals or groups may wish to donate funds for all or part of a program to be reduced, modified, or eliminated. The District will not accept any donation which creates an inequity in educational programs. Donations which are non-restricted as to use may be accepted by the District. An accurate account of such donations and pledges shall be made available to the Association.
4. In the event that the District's adopted educational program makes it necessary to reduce the number of employees, those employees who will be retained to implement the District's reduced program and those employees who will be terminated from employment will be identified by using the procedures set forth in Procedures for Staff Reduction.
5. That determination of personnel to be retained will be made within the categories as defined in paragraph 8 (4).
6. The effect upon the student is of the highest priority; program to be retained shall attempt to minimize the consequences of program reductions upon students.
7. Where revenues are categorical and depend on actual expenditures rather than budgeted amount, every effort will be made to maintain these programs to the limit of this categorical support (e.g. special education, CTE/vocational education, federally-supported programs, etc.).
8. Procedures for Staff Reduction:
 - a. Staff Reduction
 1. In the event that it is necessary to reduce the number of employees, those employees who will be retained to implement the District's reduced program and those employees who will be terminated from employment will be identified by using the procedures set forth in paragraphs 8 (2) through 8 (9) hereof.
 2. The District will determine as accurately as possible the number of employees known to be leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge or non-renewal, etc. and these vacancies will be taken into consideration in determining the number of available positions for the following year. The Association shall be furnished a list of these employees.
 3. Possession of any valid Washington State certificate which may be required for the position (s) under consideration shall be a prerequisite for retention.
 4. The following categories and specialties are established to ensure the qualifications of employees assigned to retained positions, to allow for the least disruption of the ongoing program, and to be in accordance with the reduced program and services as established by the District.
 - a. Certificated teachers will be considered for retention by teaching endorsements listed in WAC 181-82A-202.
 - b. Educational Staff Associates will be considered for retention by certification listed in WAC 181-79A-140 (5).
 - c. Other employees and teachers will be considered for retention according to their specialties which include:

Automotive - CTE/Vocational
Aquatics/Safety Management – CTE/Vocational
Computer Assisted Learning (APEX)
Sports Medicine - CTE/Vocational

- d. Certificated employees holding positions within programs which are funded with categorical moneys shall be retained according to federal and state requirements for said position(s).

Title I/LAP Reading
Title I/LAP Mathematics

- e. The broad area categories, (Music, English/Language Arts, and Science) will be merged with the sub categories, when considering any of the sub category endorsements. Also, the sub categories will be merged with the broad categories when the broad area category is being considered. After the reduction in force has taken place, all assignments of employees of the District are made under the direction of the Superintendent with the approval of the School Board. The employee's choice will be given consideration; however, decisions as to assignment will be made on the basis of current needs and the best interest of the District. The employees must be primarily assigned to those areas in which they have been professionally prepared in terms of experience and training. When it becomes necessary to transfer an employee who has not requested transfer, that employee shall be made aware of the reasons for the action.
5. Each employee shall, in accordance with the criteria set forth herein, be considered for retention the category(ies) or specialty(ies) appropriate to the position held at the time of the implementation of these procedures. A certificated employee who is teaching one (1) period or more in any category or specialty can be considered for retention in that category. Certificated employees shall also be considered for retention in such additional categories or specialties as the employee designates to the superintendent, provided he/she meets any of the following qualifications:
 - a. Must have had a minimum of one (1) year of professional experience of at least two (2) periods in each additional category or specialty.
 - b. Must have a major or minor, as shown on the employee's credentials or a college transcript, or student teaching in each additional category.
 - c. Have the ability, through training and/or experience to receive appropriate certification including, but not limited to such special areas as CTE/vocational, physical therapists, occupational therapist, psychologist, etc.
 6. When qualifications of employees for categories and specialties are equal, state seniority will be a determining factor.
 7. When qualifications of employees for categories and specialties and state seniority are equal, seniority in the Kelso School District will be the determining factor.
 8. When qualifications of employees for categories and specialties, state seniority, and Kelso School District seniority are equal, then highly qualified (HQ) will be the determining factor. When state seniority and the Kelso School District seniority are equal and highly qualified are equal then the greatest number of college hours/clock hours will be a determining factor. College hours/clock hours counted for the R.I.F. list shall meet the same credit/clock hour requirement for salary schedule advancement as outlined in Article VI, Section A, numbers 10 and 11.
 9. In the event a tie still exists, a final selection shall be made by lot by a disinterested third party.
 10. A seniority list of all certificated staff, indicating years of experience will be given to the Association by January 15 of each year. This list shall be open for twenty (20) calendar days for changes, additions, or proof of error. Any placement that is not protested within five (5) days after the twenty (20) day period shall not be subject to protest except for typographical errors. Any protest not resolved by mutual agreement shall be submitted to an arbitrator for a final and binding determination. Selection of the arbitrator shall be as prescribed under Step Three (Arbitration) of the grievance procedure.
 11. Any employee who is nonrenewed in accordance with the preceding procedure shall have rehire rights to any position for which he/she is qualified for one (1) year from the effective date of his/her non-renewal and shall be offered employment in such position in inverse order of non-renewal. The Association will be furnished the list of non-renewed employees in the inverse order.
 12. Any employee's failure to respond affirmatively within ten (10) calendar days after the receipt of the employer's letter sent by certified mail shall result in the termination of the employee's rights of rehire.
 13. Continuing contract employees that have been laid off will be placed in the recall pool and an

attempt shall be made for them to be called first for substitute positions. This would not be subject to the grievance procedure.

H. Rights of the Board

1. The Board, acting in behalf of the electorate of the school district, retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the regulations of the State Board of Education, the laws and the Constitution of the State of Washington and/or the United States.
2. The Association recognizes that the Board is legally responsible for the operation of the school district, and that the Board has the necessary authority to discharge all of its responsibilities subject to the laws above-mentioned and to the provisions of this Agreement.
3. The Board develops policies which direct the administration of the District. The Board understands that in developing these policies, they shall, in a timely fashion, consult the professional staff through their representatives.
4. The Board has delegated responsibility for the administration of the District to the Superintendent of Schools and through him/her to other administrative personnel. The delegated responsibilities include but are not limited to: operational management, control of school properties and facilities, supervision of curriculum and instruction, athletic and recreational programs, and the selection, assignment, transfer, promotion or demotion, discipline or dismissal of all employees

ARTICLE II

RIGHTS AND RESPONSIBILITIES

A. Grievance Procedure

PURPOSE: The purpose of the following grievance procedure shall be to provide a means for resolution of personnel problems.

GRIEVANCE: A grievance exists when an employee claims there has been a violation, misapplication or misinterpretation of the terms of this Agreement which may be grieved through Step Four (Arbitration) below, or a violation, misapplication or misinterpretation of any rule, order, policy, regulation or practice of the District which may be grieved through Step Four (Grievance Not Subject to Arbitration). The Association may grieve when there is an alleged violation, misapplication or misinterpretation which will affect the Association members as a representative body. Probationary procedures are exempt from the Grievance Procedure.

GRIEVANT: A grievant is a contracted employee represented by the Association or the Association as limited by the grievance definition.

PROCEDURE: Grievances shall be processed as rapidly as possible; the number of days indicated at each Step shall be considered as maximum, and every effort shall be made to expedite the process. Time limits under unusual circumstances may be extended by mutual consent. If the employee desires, he/she may be accompanied by a member of the Association. In order for a written grievance to be valid for commencement at Step Two, it must be filed at Step One within ten (10) school days of the date on which the facts giving rise to what occurred and it must state the date and time at which the informal step occurred and why, in the opinion of the grievant, informal resolution was not achieved.

NOTE: During the summer, all days in the grievance procedure shall be normal business days.

STEP ONE (INFORMAL STEP): Prior to filing a written grievance, an employee must discuss the basis of the concern with his/her immediate supervisor. The purpose of this discussion is to assure that both parties are aware of the facts relevant to the concern and to attempt to reach a resolution of the concern. Every effort shall be made to resolve the concern at this level in an informal manner. If a resolution of the concern is not reached at the Informal Step, the employee may process a grievance through the steps outlined below.

STEP TWO: In the event that no mutually agreeable decision is reached at this informal level, the grievant shall present his/her grievance to the immediate supervisor on Step Two, Form A. The immediate supervisor has three (3) days to respond on Step Two, Form B.

STEP THREE: In the event no mutually agreeable decision is reached within three (3) school days after the presentation of the grievance to his/her immediate supervisor (Step Two, Form B), the grievant may request a judgment from the Association regarding the grievance and may refer the matter in writing to the Superintendent of Schools (Step Two, Form B, bottom section).

When the grievance is referred to the Association, the President of the Association shall notify the Superintendent of the grievance appeal within three (3) school days of the receipt of the appeal. The Association shall, within three (3) school days of receipt of the grievance, render a judgment on the merits of the complaint. If the grievance, in the judgment of the Association, merits further consideration, the Superintendent or his/her designated representative shall, upon receipt of a request from the Association (Step Three, Form A), meet with the Association within three (3) school days in an effort to arrive at an equitable solution.

If the grievant prefers to refer the grievance directly to the Superintendent (Step Two, Form B), the Superintendent or his/her designated representative shall confer with the grievant in an effort to reach a mutually satisfactory solution within three (3) school days (Step Three, Form B).

If the grievant does not appeal the grievance to the Association or Superintendent within five (5) school days after failing to achieve satisfaction at Step Two, the grievance shall automatically be waived.

STEP FOUR (Grievance not subject to arbitration): In the event no mutually agreeable decision is reached within three (3) school days after the presentation of the grievance to the Superintendent (Step Four, Form A), the grievant may refer the matter in writing, if not subject to arbitration, to the Board of Directors. Such reference should include copies of all previous grievance forms. The Board shall confer with the grievant and/or his/her representative in an effort to reach a mutually satisfactory solution. The Board shall render its decision within three (3) school days after the regular Board of Directors' meeting (Step Four, Form B).

STEP FOUR (Arbitration): Grievances not settled in Step Three of the grievance procedure may be appealed to arbitration.

- (a) Written notice of a request for arbitration is made to the Superintendent within five (5) school days of receipt of his/her answer in Step Three.

- (b) The issue must involve the interpretation or meaning of a specific provision(s) of the Agreement.

When a timely request has been made for arbitration, the parties or their designated representatives shall select an arbitrator from the American Arbitration Association. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceeding.

Jurisdiction of the Arbitrator: The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall decide all substantive and procedural arbitration issues. Upon request of either party, the merits of a grievance and the substantive and procedural arbitration issues arising in connection with that grievance shall be consolidated for hearing before an arbitrator; provided, the arbitrator shall not resolve the question of arbitration of a grievance prior to having heard the merits of the grievance. The decision of the arbitrator shall be final and binding on the parties. Cost of the American Arbitration Association shall be borne equally by the District and the Association except in grievances not endorsed by the Association in which case, the said costs shall be borne equally by the District and the grievant.

Files: All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. The parties agree that the documents, communications, and records relating to any grievance may be referred to in any future personnel action or litigation for a three (3) year period. Names of individuals participating in the grievance will not be revealed unless essential to the personnel action or litigation.

B. Probation

1. The district will follow the procedures set forth in RCW Chapter 28A.405 when it is necessary to place an employee on probation.
2. ESTABLISHMENT OF PROBATIONARY PERIOD:

At any time after October 15th, a supervisor who deems an employee's work to be unsatisfactory based on district evaluation criteria shall notify the employee in writing of the specific areas of deficiency. The supervisor shall submit a letter to the Superintendent noting specific performance deficiencies and requesting the employee be placed on probation. The supervisor shall submit to the superintendent a proposed plan of improvement for the employee.

If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status for a period of sixty (60) school days. Such notice shall be written and shall list the areas of deficiency and the plan for improvement.

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

During the period of probation, the employee may not be transferred from the supervision of the original evaluator.

Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district.

The employee shall be given written notice of the action of the Superintendent which notice shall contain the following information:

- a. Specific areas of performance and instructional deficiencies;
 - b. A specific and reasonable program for improvement, covering the performance and instructional deficiencies;
 - c. 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/her area or areas of deficiency.
3. EVALUATION DURING THE PROBATIONARY PERIOD:
 - a. At or about the time of the delivery of a probationary letter, the principal/supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate and agreed to, the supervisor shall authorize one

- (1) additional certificated employee to evaluate the probationer and to aid the employee in improving his/her areas of deficiency.
- b. 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, if any, made by the employee. The provisions of Sections (1) and (2) above shall apply to documentation of evaluation reports during the probationary period.
- c. The probationary employee may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the principal/supervisor in those areas specifically detailed in his/her initial notice of deficiency and subsequently detailed in his or her improvement program.
4. SUPERVISOR'S POST PROBATION REPORT: Unless the probationary employee has previously been removed from probation, the principal or other supervisor shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary employee has improved and which shall set forth one (1) of the following recommendations for further action:
- a. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status;
- b. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
- c. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to nonrenew the employment contract of the employee.
- d. Immediately following the completion of the probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term.
5. ACTION BY THE SUPERINTENDENT: Following a review of any report submitted pursuant to section c. above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. In the event that the Superintendent determines that the employee has not demonstrated sufficient improvement in the stated areas of deficiency, the Superintendent shall make a determination of probable cause for the nonrenewal of the employee's contract and shall provide written notice thereof to the employee on or before May 15 pursuant to the requirements of RCW 28A.405.210.

C. Personnel Files

1. The District personnel file on any employee shall not be withheld during the normal working hours from the inspection of that employee.
- Employees shall have the opportunity to review all materials originating from within the District before they are made a permanent part of their personnel file.
2. Employees of the District shall have the right to review their District personnel file and supervisor's working file subject to the rules, regulations and procedures of the District.
3. An employee shall have the right to answer and/or refute in writing any materials which 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.
4. Derogatory statements from lay persons or organizations shall not be included in the permanent file unless the statements have been shown to the employee, discussed with him/her, and considered valid by the superintendent/designee.
5. Derogatory material (derogatory material as identified by the employee) shall remain in an employee's file for **three (3)** years from the date of entry and will be withdrawn at the employee's written request, provided no discipline of serious offenses has occurred in the past three (3) years. Serious offenses include acts such as malicious damage or destruction of District property, insubordination, indecent conduct, theft, assault, falsification of records, and repeated or escalated actions that have resulted in prior warning.

Such material could be removed earlier, by mutual consent of the District and employee. Upon separation (retirement) from the district, an employee may withdraw derogatory material from his/her file. Material relating to circumstances involving unprofessional conduct as defined in WAC 181-87, may be exempted from this provision of the contract.

6. Any written derogatory comment from supervisors shall be placed in the personnel file within ninety (90) working days of the allegation.
7. Upon request by the employee, the Superintendent, or his/her official designee, shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said employee.
8. No document, communication or record dealing with any grievance shall be placed in employee's personnel file.
9. Upon inspection of his/her file the employee may request a copy of any item in either the district personnel file or the supervisor's working file.

D. The Study of Controversial Topics

In a society of free people where there is free exchange of ideas, disagreements will develop. Whenever differences of opinion occur, controversy exists. It is a normal part of our lives. In the study of the growth and development of our country, in fact, in almost any area of the school curriculum, it is impossible to avoid controversial issues. In the school's instruction program, we believe that progress will stem from free access to facts, thoughtful analysis of those facts, and freedom to make individual choices. We believe that the schools should grant students opportunity to discuss and examine data on perplexing or controversial issues appropriate to their study areas and to their maturity. Students should be encouraged to make their own judgments and to do so they should be taught to assemble appropriate facts, weigh their significance and draw reasoned conclusions. The study of controversial issues must take place under the direction of competent instructors. The purpose should be the discovery of truth and the development of understanding. Employees should guard against giving their personal opinions until the students have had the opportunity to find, collect and assemble factual material on the subject; to interpret the data without prejudice; to reconsider assumptions and claims and to reach their own conclusions. Students should be taught to guard against conclusions based upon emotionalism or incomplete knowledge.

1. With regard to teaching about forms of government:
 - a. It is a major responsibility of the school to teach basic American values and to develop an appreciation of our political, economic and social heritage.
 - b. It is the responsibility of the employee to assist and stimulate students in the examination of political, social and economic problems appropriate to their age level, and to encourage students to reach sound conclusions based upon the democratic values upon which our form of government is based.
 - c. Our American heritage of individual liberty and the political, social and economic advantages we enjoy because of it should be emphasized.
 - d. In all courses, the development of the spirit of inquiry and the skill of critical thinking should be encouraged. Through this process, students can realize that our free form of government can stand on its own merits. Its perpetuation is not dependent upon the employment of propaganda techniques.
 - e. At appropriate grade levels, students should be taught about other political ideologies, their philosophic bases, goals, methods and strategies.
2. In the classroom study of controversial issues, the role of the employee should include:
 - a. Helping students discover the processes by which social problems are identified, studied and resolved.
 - b. Selecting issues within the maturity of understanding of students.
 - c. Assisting students in the learning to control personal behavior when personal emotions are involved.
 - d. Find, select and advocate the use of suitable study materials.
 - e. Instruct students in propaganda techniques so that they recognize them and can recognize when reason is being swayed by emotion.
 - f. Approach most issues through a study of their historical background and development.

- g. Develop a classroom atmosphere in which students feel free to express their honest opinions and to challenge ideas.
 - h. Strive to insure that students will learn to seek and value documented information and not be satisfied with mere exchange of opinion.
3. It is the obligation of the administration and District to protect employees against attacks from any source when they are performing their duties in the schools and are conscientiously following the guidelines and principles set forth in this policy statement regarding controversial issues.

E. Procedure for Handling Complaints

- 1. Complaints are designated as questions, statements, or criticisms that allege that the employee(s) has violated District policy, school policy or procedure, or State or federal statutes.
- 2. Any complaint made against an employee by a parent, student or other person will be called to the attention of the employee. Within 24 hours, a good faith effort will be made to notify the employee. The employee will be notified no later than 48 hours. Exceptions will be in writing and agreed to by both the Association and the District.
- 3. Persons registering complaints are to be encouraged by the administrator receiving the complaint to follow the procedures set below. If the Superintendent or his/her designee or a school board member is contacted, they may listen to the complaint. However, they shall refer the person to the first level.
- 4. Complaints shall be directed to the level closest to the issue for resolution. The procedure to settle a complaint should be as follows in order of decreasing desirability. At any meeting in which the employee has been advised the meeting could result in disciplinary action/investigation by the District, the employee is entitled to Association representation in "b" and "c" below:
 - a. Employee and complainant discuss the complaint;
 - b. Employee, complainant, and principal discuss the complaint;
 - c. Employee, complainant, principal, and Superintendent/designee discuss the complaint;
 - d. The employee may refer to the grievance process as the Association deems appropriate.

F. Communication

The Association President shall have the right to discuss with the Superintendent any situation or event involving the District and an Association member. Such discussion shall be concerned with the welfare of the Association or Association members as possibly affected by the individual situation. Similarly, the Superintendent has an equal right of discussion with the Association President.

G. Access

Authorized representatives of the Association shall be permitted to contact employees before school, at lunch time, or after school on school property provided that the representative first clears with the school administrator or his/her designee and provided this shall not interfere with or interrupt normal school operations.

ARTICLE III

LEAVE POLICIES

A. Leave Information

1. All leave is to be entered electronically by the employee. Leaves shall be taken in half day or full day increments.
2. Any request for leaves not covered in this agreement will be referred to the Superintendent for his/her individual consideration.
3. **ATTENDANCE INCENTIVE**: On the last Monday of January and the last day of school, the district shall provide one day of pay at per diem to any employee who does not use any leave days from Article III, Section B (excluding Family Medical Leave Act), Article III, Section C. 2, 6 and 7, and Article III Section D, 1 and 2. Sick leave cash out does not affect this provision. Attendance incentive will be paid in the March and August pay periods.
4. Whenever both the substitute employee and the regular employee report for work on the same day, the substitute employee shall be paid one-half (1/2) of the substitute's wage for that day. The employee's regular salary may be deducted by one-half (1/2) day substitute's salary if the principal is not notified prior to his/her return to school.
5. Leave Sharing (WAC 392-126)
 - a. An employee may apply for leave sharing provided he/she has met the following criteria:
 1. The employee or relative or household member, as defined in WAC 392-126, must have 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.
 2. The employee has depleted all of his/her sick leave reserves.
 3. The employee has diligently pursued and has been found to be ineligible for benefits under RCW 51.32.
 - b. The Superintendent/designee shall determine the amount of leave which the affected employee shall be granted.
 - c. The employee shall not receive more than 260 days of leave.
 - d. Any employee who has an annual accrued leave of more than twenty two (22) days may request the District to transfer a specified amount of sick leave to the effected employee. Employees may not donate an amount of sick leave that will result in his/her sick leave account going below twenty two (22) days.
 - e. Leave transfers may be made within the Kelso School District and/or between other Washington State School Districts.
 - f. Employees on this leave shall continue to be District employees and shall continue to receive normal employee benefits.
 - g. Any unused transferred leave shall be returned on a pro rata basis in increments of half days or one day.

B. Compensated Leaves - Deducted

Every employee holding a regular full-time position shall accrue a total of twelve (12) days with pay for illness, injury, emergency leave and personal business leave for each school year. Unused leave under this provision shall accumulate. Every employee holding a regular part-time position shall accrue such leave with pay in proportion to the relationship of their basic work week.

Employees will be kept apprised of their accumulated sick leave by means of their monthly payroll summary. Employees desiring a detailed accounting of their accumulated sick leave will be provided such upon individual written request by the employee. Employees who resign from the District and are re-employed shall retain the number of days of accumulated sick leave held at the time of his/her resignation from the District.

1. Sick leave cash out program
 - a. Upon application during the month of January, employees shall be able to cash out days from his/her sick leave bank at the rate of one (1) day's per diem pay for four (4) days from his/her unused accumulated days for the preceding year.
 - b. The employee may cash out any days which he/she has in excess of sixty (60) days, providing the employee may not reduce his/her leave bank by more than the twelve (12) days per year which he/she had received in the previous calendar year.
 - c. At the time of retirement or death, the employee will receive remuneration at the rate of one (1) day per-diem for four (4) days accumulated sick leave up to one hundred eighty (180) days.

2. Family and Medical Leave Act ("FM" code)

- a. The District and the Association will comply with the provisions of the Federal Family and Medical Leave Act.
- b. A total of up to 12 weeks of unpaid leave will be granted to eligible employees for any of the following reasons:
 1. to care for the employee's child after birth, or placement for adoption or foster care;
 2. to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
 3. for a serious health condition that makes the employee unable to perform the employee's job.
 4. any qualifying event arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation. Family member of injured military can take additional time. If a serious illness or injury occurs while on active duty the eligible employee is entitled to (26) weeks of unpaid leave in a 12 month period to care for the service member.
- c. The District may require medical certification to support a request for leave because of a serious health condition.
- d. At the employee's or District's option, paid sick leave may be substituted for unpaid leave. For the duration of FMLA leave, the District will maintain the employee's health coverage under any group health plan.
- e. The twelve weeks of FMLA leave are work weeks and do not begin until after the maternity disability leave.
- f. The District shall grant leave upon the same terms to male employees as is available to female employees upon the birth, adoption or foster care of the employee's child. Leave taken for newborn, adopted or foster care, shall be completed within one year after the date of birth or placement. If both parents of the newborn, adopted or foster child are employed by the district, they shall be entitled to a total of twelve work weeks of family leave taken before the end of the first twelve months following the date of the birth or placement and shall be granted to only one parent at a time.
- g. After the twelve (12) weeks of Family and Medical Leave, if the employee requires additional leave, and the employee has additional sick leave, that leave may be used or the employee may apply for a "Leave of Absence without pay."

3. Sick Leave ("S" code)

Compensated leave may be applied to an absence caused by illness or injury of an employee. Compensated leave may not be used for medical, dental or ocular appointments except when appointments cannot be made at any other time than during working hours and provided such leave is authorized preferably twenty-four (24) hours in advance by the appropriate supervisor. In an instance involving use of a fraction of days sick leave, the minimum charge to the employee's sick leave account shall be one-half (1/2) day.

4. Family Illness ("F1" code)

Compensated leave may be applied to an absence caused by illness or injury of an employee's immediate family which shall be understood to include any dependent member of the household, spouse, domestic

partner*, children, siblings, parents and grandparents.

Washington Family Care Law allows for staff members to utilize leave for ill in-laws defined as: father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepmother-in-law, stepfather-in-law, stepbrother-in-law, and stepsister-in-law.

*Register with Kelso School District by completion of affidavit

5. Maternity/Disability Leave (“M” code)

- a. The employee shall make a request, in writing, for a maternity/adoption leave to the District by a leave form at least ten (10) working days prior to the starting date of the leave, if possible.
- b. The maternity disability leave may extend up to six (6) calendar weeks beyond the birth/adoption of the child. The employee shall advise the District of his/her returning date at least five (5) working days in advance.
- c. If the employee is not able to return to work at the end of the maternity leave for reasons of physical disability, he/she may apply for disability leave as provided in Article III - Section (B) (2) (b) of this agreement.
- d. If the employee is not able to return to work at the end of the maternity leave for reasons other than physical disability or does not desire to return to work, he/she may apply for a leave of absence.

6. Adoption Leave (“M” code)

Additionally, the employee shall be granted up to five (5) days leave prior to the adoption for the purpose of home study, court and legal procedures and other matters necessary to the adoption process. However, this amount of time shall be deducted from the twelve (12) week period of leave following the receipt of the child.

7. State Industrial Insurance/Workers' Compensation (“A” code)

Employees that are absent for reasons that are covered by industrial insurance and receive time loss benefits have the option to elect to supplement their Workers' Compensation benefit income by using a portion of their accrued leave as long as the leave is available to them. Employees can choose from the following options:

- a. Elect to only receive time loss benefits from workers compensation.
- b. Elect to receive time loss benefits from workers compensation plus full wages by utilizing accrued sick leave from the district.
- c. Elect to receive time loss benefits from Workers' Compensation plus full wages by utilizing accrued vacation leave from the district
- d. Elect to reimburse “buy back” hours of accrued leave benefits that were provided by the district. This amount will be the difference between the amount paid by the district and the amount paid by Workers' Compensation to equal an amount the employee would normally earn.

Employees may change their election at a later date and any future change will be effective from that date forward.

8. Emergency Leaves (“E” code)

Emergencies are defined as those situations which cannot be dealt with outside of working hours which are unplanned and which require the individual to be absent from his/her duties. Emergencies are not defined as injury or sickness to the person.

9. Legal Leave (Personal) (“I” code)

Three (3) days maximum per year - legal leave is to be used when an employee has personal legal reasons. Additional needed leave would be requested from Emergency Leave or Personal Leave.

10. Personal Business Leave ("L" code)

Each employee shall be granted two (2) days per year for personal business leave subject to the following restrictions:

- a. a one (1) day notice will be given, if possible;
- b. any unused personal business leave may be carried over to the following year up to a maximum of five (5) days that can be accrued and utilized in any one year provided there is an adequate sick leave balance;
- c. no more than ten percent (10%) of the staff of any one (1) school may be gone on any one (1) day. Any fraction will be rounded up to the next higher number;
- d. employees hired after the 1st semester would receive only one (1) personal business day and employees hired after the 3rd quarter will not be eligible for personal business leave.
- e. All teacher personal days shall be approved or denied at the immediate supervisor level within five (5) days of the request. Approved personal leave will not be cancelled.
- f. When a teacher's personal business leave has been approved at the immediate supervisor level, the leave cannot be revoked.

11. Professional Leave (Personal) ("WL" code)

- a. A teacher shall be granted up to one (1) day of professional leave per year. Such leave is defined as a situation in which an individual must transact professional matters or access professional growth opportunities during school hours.
- b. Such leave will be non-accumulative, shall not extend any other leaves, and shall not be used for recreation, leisure, or vacation.
- c. Application for such leave must be made through the immediate supervisor at least forty-eight (48) hours in advance and must be approved by the Superintendent or designee.

C. Compensated Leaves - Not Deducted - Non-Cumulative

1. Bereavement ("B" code)

- a. Death in the immediate family (five (5) days maximum per incident). This leave will be provided in event of the death of a member of the immediate family of the employee. Immediate family shall include spouse, domestic partner*, mother, father, daughter, son or siblings, stepmother, stepfather, stepchild, stepbrother and stepsister.
- b. A maximum of five (5) days (three (3) days leave "not deducted" and two (2) days "deducted"), will be allowed at the time of death of any of the following family members: father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepmother-in-law, stepfather-in-law, stepbrother-in-law, stepsister-in-law, uncle, aunt, nephew, niece, grandfather, grandmother, grandchild of the employee, employee's spouse or domestic partner*.

*Register with Kelso School District by completion of affidavit

2. Family Illness (Emergency) ("X" code)

Upon request, leave may be granted when necessary for serious illness in the immediate family for up to five (5) days in any one (1) year. Immediate family shall be understood to include any dependent member of the household, spouse, domestic partner*, children, siblings and parents.

*Register with Kelso School District by completion of affidavit

If conditions make it necessary, five (5) extended days may be granted, but for such leave the employee will receive compensation amounting to the difference between his/her regular salary and the salary paid to the substitute. Leave extensions beyond the ten (10) days shall be applied for under Article III, Section, B, 8 - Emergency Leaves, OR,

Upon request, additional leave may be granted when necessary for any health condition requiring treatment or supervision of an employee's dependent child under the age of eighteen (18), and these days will be deducted from the employee's sick leave bank.

The Superintendent, at his/her discretion, will request such verification of family illness as he/she sees fit.

3. Judicial Leave ("J" code)

In the event an employee is summoned to serve as a juror, or is named as a codefendant with the District, or receives a subpoena as a result of employment with the district, such employee shall receive a normal day's pay for each day of required presence. Any compensation received for such service shall be kept by the employee. In the event that an employee is released from jury duty prior to the conclusion of their shift, the employee will be expected to return to his/her shift. Employees will be expected to work a total of seven and a half (7 ½) hours, or their regular shift, inclusive of all jury duty hours service. In addition, the employee will submit the Jury/Witness Service Verification form to the Human Resource Department.

4. Professional Leave ("W" code)

Subject to recommendation by his/her principal and approval by the Superintendent, an employee may be granted authorization to attend educational meetings or conferences when his/her attendance at such could be considered to be of value to him/her professionally and to the District. Temporary absence to attend educational conferences will be granted without loss of pay or sick leave. Necessary expenses may be reimbursed by the District.

5. National Guard or Reserve Leave ("N" code)

An employee who is a member of the National Guard or Reserves will be granted military leave of not more than fifteen (15) days during each calendar year in order to take part in active training duty to which he/she is ordered. Such military leave will not result in loss of pay or of sick leave. When possible, arrangements must be made to perform such active training duty in the summer.

6. Community Organization Leave ("K" code)

An employee who is serving as an officer in a service club or other generally recognized and respected community organization is performing a public relations service for the District. For this reason, he/she may be granted leave to represent such service club or community organization officially at district, state or national conferences or conventions. When leave is granted for this purpose, the substitute's pay will be deducted from the employee's salary. Accumulated leave will not be affected.

7. Sabbatical Leave

- a. To be eligible to apply for sabbatical leave, an employee must have been employed in the District for a minimum of seven (7) years. After receiving a sabbatical leave, an employee must have been employed in the District an additional ten (10) years to be eligible to apply for a second sabbatical leave.
- b. Sabbatical leave for professional improvement will be granted for one (1) year.
- c. A preliminary request for a sabbatical leave should be submitted to the Superintendent by March 1st. A final written request for a sabbatical leave outlining the educational program to be pursued must be submitted to the Superintendent on or before April 1st.
- d. Salary payments to the employee on sabbatical leave will be made in twelve (12) equal installments and will be contingent upon the employee's continuing the educational program outlined in his/her application for leave. At any time the employee terminates his/her educational program before the end of the academic year, District payments to him/her will cease.
- e. An employee on sabbatical leave will receive a stipend equal to fifty (50) percent of his/her placement on the salary schedule and fifty (50) percent of the state mandated amount per FTE for medical benefits.
- f. The employee who accepts a sabbatical leave will agree to return to a position in the District and remain for at least one (1) year or repay to the District the total salary received while on leave.
- g. No more than two percent (2%) of the faculty may be on sabbatical leave in any one (1) school year.
- h. There will be no loss of tenure, sick leave, retirement benefits or position on the salary schedule by the employee on sabbatical leave.
- i. The employee who accepts a sabbatical leave will be eligible to return to his/her former position or to one equal in contract status (i.e. FTE and continuing contract status) and salary, as determined by the Superintendent.

- j. Recommendation of those to be granted sabbatical leave will be made by a committee composed of the Superintendent or a representative he/she may appoint, the President of the Board of Directors or a Board representative he/she may appoint and President of the Association or a representative he/she may appoint. Factors such as the best interests of the District and the staff as a whole, as well as seniority, will be taken into consideration by the committee, and, in their judgment, will take precedence over seniority.
- k. If an employee should die while on sabbatical leave, the estate of that employee will not be held liable for any salary paid while on leave. If an employee should become permanently and totally disabled while on leave, no repayment of salary paid while on leave will be required.
- l. "Years of service" for sabbatical purposes means years of actual service in the Kelso Public Schools and a "year of service" means a year actually spent in the services to which the employee has been assigned. In establishing the tenure period for sabbatical leave, a previous leave of absence without pay to study will count as service, providing a full academic year was spent in such study.

D. Non-Compensated Leaves

1. Leaves of Absence

When recommended by the Superintendent with input from the school principal and approved by the Board of Directors, the District may grant employees up to one (1) year leave of absence with or without pay.

- a. Requests for leaves of absence will be considered on an individual basis.
- b. Application for leave shall be made in writing to the Superintendent through the principal or supervisor. The applicant may appear to speak on his/her own behalf when the request is presented to the District.

The disposition of the request will be determined by the needs of the District and the employee.

If approved, it is understood that the employee will return to the District for a minimum of one (1) year at the same or comparable position with no loss of salary schedule status.

- c. Employees on leave will retain benefits such as sick leave, seniority and experience steps.
- d. Normally, employees on leave will not accrue benefits such as sick leave, seniority, experience steps, etc. Any exceptions must be included as part of the leave request when it is presented to the District for action.

2. Military Service Leave

An employee who is required to leave his/her position with the District in order to perform military service for an extended period of time will be granted a leave of absence for the time he/she is required to be gone. Upon his/her return, he/she will be placed at the position on the salary schedule and will be credited with the accumulated sick leave he/she would have had if he/she had remained in teaching.

3. President's Leave ("D" code)

The District shall grant leave to the Association President or the designated alternate, subject to the following conditions so that he/she may serve the Association.

- a. One-half (.5 F.T.E.) time (morning or afternoon schedule to be set by agreement of both parties).
- b. Upon application from the Association.
- c. Provided a qualified and acceptable replacement teacher can be employed to assume the vacant teaching assignment.
- d. The Association shall fully reimburse the District as required by law within thirty (30) days of billing.
- e. The amount of the actual cost of the substitute including benefits not to exceed one-half (1/2) of the President's base salary.

4. Association Leave (“D” code)

The District shall grant eighteen (18) days of leave to the Association for business of the Association.

- a. Such leave shall be taken as half-day or full-day units.
- b. The Association President shall file with the District Personnel Office a leave form. This form shall be filed not less than five (5) days prior to the first leave included in the schedule, with the exception of an emergency.
- c. The Association shall fully reimburse the District as required by law within thirty (30) days of billing.
- d. Association business may include representation at Washington Education Association conferences.
- e. State association days will not be included in the 18 days noted above.

ARTICLE IV

EMPLOYEE BENEFITS

A. Employee Travel Allowance

Any employee who is authorized to use his/her personal car on District business shall be compensated at the District's established rate.

Guidelines for employee travel allowance are as follows:

1. In the event several employees wish to attend the same function, they shall share transportation with three (3) or more personnel traveling together. The driver of the car will receive full mileage reimbursement.
2. If less than three (3) employees wish to attend the same function, the employee shall request authorization to travel on the basis of either traveling by himself/herself or with one (1) passenger. If travel authorization is given, he/she will receive the full amount of mileage reimbursement.

B. Hold Harmless Policy

1. The District shall hold and defend each employee who is employed by the District from claims for damages caused or alleged to have been caused in whole or in part by that employee while acting within the scope of his/her duties as an employee in the District under the provisions of the District's liability policy, provided that the District shall not be obligated to assume any costs or judgments held against the employee when such damages are proved to be due to the employee's willful negligence, willful violation of law, or willful criminal act as determined by a court of law.
2. The District agrees to adopt such methods as it and the District insurance carrier may deem appropriate to inform itself and to correct safety and health hazards and deficiencies relating to school property, activities and procedures. The Association agrees that it will support and assist the District and the insurance company in their efforts to be informed and to correct safety and health hazards and deficiencies.

C. Safe Working Conditions

1. Any unsafe or hazardous working condition shall be reported directly to the school administrator. If the reported condition remains unresolved, the District Safety Committee may be contacted. This committee shall include one (1) employee from each school representing the certificated staff. The Association shall have the right to select a certificated employee from each school for membership on the Safety Committee.
2. The Committee shall investigate the complaint and/or notify the Department of Labor and Industries. The committee shall relay its decision to the Superintendent. The District shall notify the committee of its decision and/or plans with respect to the report.
3. The District shall follow the directive from the Department of Labor and Industries unless the District determines that a variance, appeal or injunction is in the best interest of the District.

ARTICLE V

CONDITIONS OF EMPLOYMENT

A. Vacancies - Voluntary/Involuntary Transfers - Classroom Reassignments

1. All vacancies shall be publicized by position and level through written notice to employees and to the Association.
2. For vacancies that develop within the District, personnel presently employed in the District shall receive first consideration, provided their credentials, preparation and personal qualifications equal or excel those of candidates outside the District.
3. All assignments of employees of the District are made under the direction of the Superintendent with the approval of the School Board.
4. Voluntary: The employee's request will be given consideration; however, decisions as to assignment will be made on the basis of current needs and the best interest of the District. The employees must be primarily assigned to those areas in which they have been professionally prepared in terms of experience and training.
5. Involuntary: When it becomes necessary to transfer an employee who has not requested transfer, that employee shall be made aware of the reasons for the action.
6. Employees who are transferred between schools will be given consideration the following year to return to the school from which they were transferred if he/she qualifies for vacancies that occur.
7. Employees who desire a transfer or reassignment should make a request in writing (preferably by February 15), which shall be kept on file by the District. Prior to public disclosure, the District shall notify each unsuccessful applicant for transfer or reassignment that the position has been filled. After such notice, these employees are encouraged to discuss their candidacy with the appropriate administrator if they so desire (see defined transfer protocol in Appendix H).
8. The district agrees to compensate any employee who is required to move from one school to another or from one classroom to another because of an involuntary transfer or re-assignment, 7.5 hours of pay at the hourly rate of .00097 of the base. If the employee is involuntarily transferred or re-assigned to two (2) separate schools, that employee will receive 11.25 hours of pay at the hourly rate of .00097 of the base.
9. A teacher reassigned involuntarily, upon mutual agreement between the teacher and the supervisor, may apply for professional assistance, to include but not limited to books, tuition, mileage, release time for observations, clinics, and in-service.
10. Job Sharing
 - a. Job sharing shall be defined as two (2) employees sharing one position. Participation in job sharing shall be voluntary for the employees and subject to District approval.
 - b. When a job shared position is terminated, each partner shall return to the same contract status he/she had prior to the shared position.
 - c. In the event a replacement is required for one of the job share partners during the school year, the following procedure will be followed:
 1. The remaining partner will be asked to fill the entire position.
 2. If the remaining partner wishes to continue to job share, but no qualified replacement can be found, the position will become whole and will be filled by the remaining partner.
 - d. Job share partners shall be treated in the same manner as other part time employees with respect to compensation and benefits.
 - e. Job sharing assignments will be reviewed and approved or denied annually and will terminate at the end of the school year at the request of either partner or the district.

B. Covering Classes

1. **Covering Classes.** Any employee who is requested to cover another employee's class during his/her preparation period shall be paid his or her hourly per diem rate.

2. Covering Classes. With approval of the principal/supervisor employees may arrange for other employees to cover their class, uncompensated for part of the school day to attend their child's special school activity.
3. All employees in the bargaining unit including TOSA and instructional coaches may be asked to cover/teach classes in the event of a substitute shortage.

C. Teacher Training

The Association will be the official professional association representative at the local level in any consortium regarding certification as required by the Standards for Certification or in any teacher training project in which the District is involved.

D. Workload

1. In order to achieve the goal of reasonable and equitable class enrollments for employees, the following procedures are to be utilized.
 - a. In developing the schedule of classes for teacher and students, the administrator will consider the class size addressed in the Agreement.
 - b. During the school year, all Certified Staff will receive 24-hour notice before a newly enrolled student is placed in his/her class or program, unless mutually agreed to by the school administrator and the receiving staff.
 - c. Recognizing both the regular and alternative school calendars a review of teacher work load will occur:
 1. By the 11th day of the school year for all schools.
 2. By the 8th day of the other scheduled terms at the secondary level. (Wallace trimesters are calculated in 60 day increments from the start of their calendar year.)
 3. At the request of the involved principals and the teachers.

NOTE: It shall be the teacher's responsibility to complete and submit the district provided form to human resources within seven (7) contract days from the above listed count days.

- d. In reviewing teacher work load, the following shall be considered too large:
 1. A kindergarten or first grade class in excess of twenty-five (25) students per teacher (kindergarten enrollment shall be divided by two (2));
 2. A second or third grade class in excess of twenty-five (25) students per teacher;
 3. A fourth grade class in excess of twenty-six (26) students per teacher;
 4. A fifth grade class in excess of twenty-eight (28) students per teacher;
 5. A grade 6-12 teacher load for four class period(s) in excess of 120 students per teacher (1:30).
 6. A Secondary PE teacher load for four class period(s) in excess of 140 students per teacher (1:35).
2. Special Education, Title I, CTE/vocational and secondary music classes are not included in the above average.
3. For purposes of determining work load, "teacher" is defined at the secondary level as a certificated employee whose assignment is classroom instruction, and, at the elementary level as being a certificated person other than librarians, music teachers, reading specialists, Title I teachers, and Special Services personnel whose assignment is classroom instruction.
4. The above class size shall not apply where the staff and administration in a school have in writing, a planned variation in organization, curriculum and instruction (e.g. team teaching, differentiated staffing). A review of any planned variation will occur annually and will continue only by written agreement between the Association and the District.
5. If the review of workloads, previous to the 11th day of the school year, or the 8th day of each trimester, reveals an excessive work load for any certificated employee covered by this Agreement, all parties concerned, including teachers, principals and other administrators are encouraged to assist in determining

an acceptable means of resolving the matter. The final decision as to the best method of addressing the situation will be the responsibility of the District. Acceptable alternatives to addressing an overload include:

- a. Transfer students to different class,
 - b. Start new classes,
 - c. Limit the enrollment to the specified number per class,
 - d. Shift teaching assignments.
6. If the review of workloads on the 11th day of the school year, or on the 8th day of each trimester reveals (based on enrollment) an excessive work load for any certificated employee covered by this Agreement, classroom overload options 1, 2 or 3 when class loads exceed twenty-five (25) students in grades K-3, twenty-six (26) students in grade 4, twenty-eight (28) students in grades 5 and one hundred twenty (120) students at the secondary level (6-12) shall be in effect*:
- a. 30 hours of instructional assistant time per student, per trimester;
 - b. 3 days substitute time per student, per trimester to be used in school or other district facility;
 - c. \$400 or .0114 of the base contract upon restoration of the COLA per student per trimester to be used in one of the following ways:
 1. for classroom supplies and/or materials
 2. for workshops or conferences
 3. as compensation through payroll
7. In order to achieve the goal of reasonable and equitable class enrollment for special education certificated employees, the following procedure will be utilized:
- a. At the employee's (s) request a monthly meeting with the principal will be held to review staff work load. Upon request, the Director of Special Programs will attend.
 - b. District-wide elementary and district-wide secondary special education meetings will be held to share and review staff workload and other pertinent special education issues. The viability of this process will be reviewed in contract maintenance.
 - c. For Speech/Language Pathologists and for Psychologists, caseloads will be reviewed monthly by the Director of Special Programs. When adjustments appear necessary, in either group, the group will problem solve and recommend a solution to the Director of Special Programs. The final decision concerning staff workload rests with the Director of Special Programs.
 - d. Upon request, the District will provide a monthly update of special education district-wide caseload/workload by school by teacher.
 - e. In reviewing the workload, the following will be included:
 1. Number of students
 2. Handicapping conditions
 3. Severity of handicap
 4. Behavioral consideration
 5. Unique working condition for the employee
 - f. If the review of workloads reveals an excessive workload for any employee covered by this agreement, all parties concerned, including teachers, principals and other administrators are encouraged to assist in determining an acceptable means of resolving the matter within 3 days. The final decision as to the best method of addressing the situation will be the responsibility of the District. Acceptable alternatives to addressing an overload include:
 1. Transfer students to a different class

2. Start new class(es)
 3. Shift teaching assignments
 4. Assign aide time
 5. Establish cooperative agreement with other agencies, i.e., E.S.D., another school district.
8. The District shall adopt a plan of implementation from the above alternatives within ten (10) working days after the overload is identified.
 9. All Certified Staff will receive 24hr. notice before a newly enrolled student is placed in his/her class or program unless mutually agreed to by the school administrator and receiving staff.

E. Work Year

1. The district shall provide each employee a contract with salary and number of days indicated therein and in conformity with Washington State Law, State Board of Education regulations and this Agreement.
2. The Association will meet with the employee representatives of the other employee unions and the school district and develop a perpetual calendar that will address the first student day, non-student days, and snow make-up days.
3. ANNUAL PARENT TEACHER CONFERENCES
 - a. Annual parent-teacher conferences will be scheduled during the work day, except as otherwise arranged between the employee and principal. A thirty (30) minute time slot will be provided for conferences for each student in the classroom. Elementary students will be released to accommodate the annual parent/teacher conferences.
 - b. During parent conferences, the A.M. and P.M. kindergarten classes will meet on alternate days. When the regular school day is altered, the school principal and the kindergarten teacher(s) will develop a collaborative plan that will allow the kindergarten teacher(s) to participate in relevant activities, as appropriate.
4. The last day of school early dismissal shall be two (2) hours and fifteen (15) minutes after the start of the student day.
5. Time, Responsibility Incentive Hours (TRI)

Time Responsibility Incentive (TRI) Hours will be additional work beyond the base contract days.

Additional REQUIRED (paid) work days are:

- a. The Tuesday before the first week that school begins (contracted) at 7.5 hours
- b. Wednesday before the first week that school begins
- c. Thursday before the first week that school begins
- d. October In-service Day
- e. March In-service Day

TRI will be comprised of up to 112.5 hours for 2015/16 and 150 hours for 2016/17 (120 hours for certified Special Education Staff for 2015/16 and 157.5 hours for 2016/17) of documented time outside of regular work hours and work responsibilities at staff FTE. Appendix E will serve as documentation for completed work. Staff will be paid on a monthly basis and must complete the supplemental employment contract in the fall to begin payments and submit the fulfillment section of the supplemental employment contract by June 30 as documentation of completed hours or pay the money back.

* All additional time is based on staff FTE with the exception of the day before school. TRI hours may be used in half-hour increments.

Staff new to the district will also have two (2) per diem days in addition to the above Professional Responsibility Compensation, for district orientation purposes. Attendance at these days is required.

After 25 years Washington experience:

- a. A .6526 factor of the base will be established each year for Certificated Non Administrative Staff. This fund will be divided equally by the number of eligible staff who applies. Each eligible staff member will be required to work additional hours equal to their hourly rate of per diem until they reach their share of the total dollars in the pool.
- b. Each staff member must apply by October 1st of each year.
- c. A mutually agreed work plan must be submitted to the Human Resource Department by November 1st.
- d. Work completed must be documented to the individual's Supervisor/Administrator/Human Resource Department by June 30th to receive compensation.

F. Work Day

1. The employee's work day shall be seven and one-half (7 1/2) hours inclusive of duty-free lunch.
2. Employees shall be permitted to leave the work area during their duty-free lunch after they have cleared with the school principal or his/her designee.
3. Elementary employees shall be provided two (2) fifteen (15) minute relief periods per workday; one (1) at mid-morning, and one (1) at mid-afternoon. Secondary (6-12) employees shall have one preparation period within the work day as exists currently.
4. An employee shall be able to leave the job site immediately after the student day on any day: (1) that precedes a break period; (2) to attend classes; (3) to attend conferences or meetings; (4) to take care of medical appointments or legal problems; (5) to take care of any emergency situation. When an employee is requested to attend an evening conference or activity by the administration, the employee shall be permitted to leave directly after the student day. **EXCEPTION:** Employees having any assigned after school duty.
5. On the day preceding Thanksgiving Break, Winter Break and Spring Break, elementary school and secondary school staff will be dismissed when students are dismissed.
6. In the Spring of each school year, the Kelso Education and the Kelso School District will review and agree to an "Early Release Wednesday and State In-Service Day Schedule" that will include the following:
 - a. School and/or District Training days will not be more than 50% of the Early Release and State In-Service Days, unless agreed to between the parties;
 - b. There will be no more than two (2) School and/or District directed training days per month;
 - c. Whenever possible, the District will attempt to avoid scheduling any School and/or District training days in November and December.
7. On officially approved Association meeting days (not to exceed two (2) days per month) as per Administrative Regulations, employees attending these meetings shall be excused at 3:30 p.m.
8. In cases of emergency in which students are evacuated or sent home, certificated staff will be permitted to leave immediately after fulfilling their obligation to the students.

G. Elementary Planning Time

1. Every Elementary employee shall have planning time within the student school week. This period of time shall be no less than one hundred eighty (180) minutes per five (5) day week. None of this time shall be used to supervise students.

H. Dues, Deductions and Representation Fees

1. On or before August 25 of each school year, the Association shall give written notice to the District of: (a) the dollar amount of dues and assessments of the Association including the National Education Association and the Washington Education Association, which dues and assessments are to be deducted in the coming school year under all payroll deduction, and (b) the name of the designated charitable organization. The total of these deductions shall not be subject to change during the school year.

2. The deductions authorized above shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions at one-twelfth (1/12) of the total annual amount for each month the employee is employed. The District agrees promptly to remit directly to the Washington Education Association all monies so deducted, accompanied by a list of employees from whom the deduction has been made. A duplicate list shall be promptly provided the Association as receipt for said transaction. On or before the monthly pay period, the District shall notify the Association of any changes in said list due to employees entering or leaving the employ of the District.
3. The Association agrees to reimburse any employee from whose pay dues and assessments or representation fees were deducted, those sums in excess of the total amount due to the Association at that time, provided the Association or its affiliate actually received the excessive amount.
 - a. Membership Deductions: Within ten (10) days of his/her commencement of employment, an employee may sign and deliver to the District, via the Association, a WEA form which shall authorize deduction of membership dues and assessments of the Association (including the National Education Association and the Washington Education Association). Such authorization shall continue in effect from year to year unless a request of revocation is submitted to the District and the Association, signed by the employee, and received between August 1 and August 31, preceding the designated school year for which revocation is to take effect. Each month during the school year, the Association agrees to provide the District with the names of those employees who have joined the Association and paid its dues and assessments by means other than through payroll deduction.
 - b. Representation Fee Deductions: In the event that any employee fails to sign and deliver an Assignment of Wages Form as described herein, the District agrees to deduct from the salary of such employee a representation fee in an amount equal to membership dues and assessments; provided however, that employees who have joined the Association and paid by means other than payroll deduction, as verified by the monthly Association list, shall not be subject to this deduction. Representation fee deductions shall be handled and transmitted by the District in the same fashion as membership deductions as provided for in this Article. 1976-77 employees who were not members of the Association are grandfathered out and not subject to this Dues Deduction and Representation Fees Section of this Agreement until such time that he/she, on his/her own volition, join the Association.
 - c. Charitable Organization Deductions: Any employee claiming a bona fide religious objection shall notify the Association and the District of such objection in writing within ten (10) days of commencement of employment. Pending determination of any bona fide religious objection, the District agrees to deduct from the salary of the employee claiming such objection an amount equivalent to the Association dues and assessments; provided, however, that said monies shall not be transmitted until such time as the District is notified that a final determination pursuant to the act has been made. In the event that it is finally determined that the employee does not have a bona fide religious objection, the District agrees promptly to remit to the Association all monies being held.

In the event that an employee has been determined to have a bona fide religious objection to the payment of a representation fee or agency shop fee, said employee shall pay an amount of money equivalent to regular dues and fees to a designated charitable organization as heretofore established by the Association. Within ten (10) days of the commencement of employment or determination of a bona fide religious objection, whichever occurs later, said employee may sign and deliver to the District an Assignment of Wages Form for Religious Objection which is attached hereto and incorporated in this Agreement, which shall authorize the deduction of an amount equal to the dues and assessments of the Association including the National Education Association and the Washington Education Association and payment in installments as herein above provided including any deductions made but not previously transmitted to said designated charitable organization. The District agrees to remit to the Association each month a list of employees on behalf of whom charitable deductions have been made.

- d. Refunds and Corrections: Present practice will be continued in regard to deductions from the paychecks.

The Association agrees to refund to the District any amounts paid to it in error. Errors by the District in deductions resulting in a remission to the Association of any amount less than that stipulated by the authorization form will be corrected by the District on the next pay period.

I. Natural Disaster Clause

In the event a natural disaster results in the closure of the District's schools whereby certificated staff are unable to provide professional services, and in the further event that the area encompassing the Kelso School District, or portion thereof, is declared a disaster area by appropriate governmental agencies, contractual obligations of the District to the staff members will be honored. **PROVIDED**, that the District does not suffer a loss of funding due to the closure.

ARTICLE VI

SALARIES

A. Salary Schedule Provisions

1. The Kelso certificated employee salary schedule shall have a similar structure to the state allocation model.
2. Credits applied to columns 7, 8 and 9 will be any credits in excess of 45 credits and may be earned anytime after the granting of the first BA degree.
3. In order to be placed on the BA +135 column of the salary schedule an employee must have completed the credits by January 1, 1992.
4. CTE/Vocational extended contracts which are required by SPI will not be adversely affected.
5. Department heads' salary, fifth period contracts and supplemental contracts will no longer be taken from the allocation model.
6. A non-degreed CTE/vocational instructor will be placed on the salary schedule in accordance with WAC 392-121 and 181-77.
7. Nurses are included on the teachers' salary schedule.
8. Military service, Peace Corps and VISTA service credit will be allowed as per S-275 instructions.
9. Employees, at any level, required to teach an additional period will receive a stipend of 1/6 of their placement on the salary schedule. Employees who are required to teach part of an additional period will be paid on a pro-rata basis.
10. All employees covered by this Agreement will be placed on the salary schedule consistent with Superintendent of Public Instruction regulations and/or guidelines utilized in form S-275 (Certificated Personnel Report). Only those educational credits and experience steps recognized by the Superintendent of Public Instruction for salary purposes shall be used to compute each new employee's placement on the salary schedule.
11. Credit/Clock hours for Salary Schedule Advancement
Credit and Clock hours for Salary Schedule Advancement must be in accordance with the criteria adopted by the state of Washington.
12. Increments and column changes will be granted as appropriate.
13. The salary schedule will be improved so as to provide the maximum salary increase, but allow the District to stay within compliance.
 - a. If the District is found to be out of compliance with RCW 28A.400.200 or the Appropriations Act in effect when the compensation is payable, then the parties agree that the parties will immediately meet to negotiate the adjustments to bring the District into compliance with the above legislation.
 - b. If the District is found to be in compliance and excess money for compensation (salary and/or benefits) is available, then the parties agree to meet immediately to negotiate the adjustments.
 - c. The Association will receive its fair share of the total monies available for certificated salary increase.

It is the intent of the parties that the employees will receive the monies generated by the bargaining unit in accordance with LEAP Schedule and that such monies will be spread over the current salary schedule, as per past practice.

It is the intent of the parties to adhere to group compliance regulations WAC 392-127 and to assure that no group of certificated employees shall increase their relative salary or insurance position benefit at the expense of any other group of certificated employees as is required by law.
14. Prior to effectuating a salary increase, the District shall consult with the Association concerning the amount and mechanics for implementing such an increase in salary. If the parties are unable to agree on the amount and/or mechanics for implementation, the increase shall be treated as a negotiable matter rather than a contractual matter.
15. Salaries may be reopened by the Association or District on either of the following events: (1) the legislature repeals the present salary limitation laws as applied to the District; or (2) the present salary

limitation laws are voided as applied to the District.

16. All Co-Curricular Pay Schedule salaries which are factored off of the salary schedule shall be paid in accordance with the base salary which is in effect September 1.
17. The salaries, insurance and other benefits contained in the provisions of this agreement are entered into subject to the limitations imposed by RCW 28A.400.200 and the Appropriations Act in effect when the same are payable.
18. For movement on the salary schedule:
 - a. For eligibility for advancement on the salary schedule employees must receive the prior written approval of the district verifying planned coursework and trainings are in compliance with the state criteria per RCW 28A.655.110 and RCW 28A.415.023.
 - b. Only official transcripts or notarized transcripts from another school district shall serve as verification of credit.

B. Co-Curricular Schedule

1. Employees assigned to extra pay duties on the Co-Curricular Extra Pay Schedule shall be paid according to the schedule.
2. Additions to the Co-Curricular Schedule during the contract will be subject to negotiations or salary.
3. No employee shall be required or pressured to supervise students in unpaid co-curricular activities outside the work day. This does not pre-empt employees from volunteering.
4. Elementary Intramural Program
 - a. The elementary intramural program will be planned and operated by the school's intramural committee.
 - b. Equal opportunity for participation by boys and girls must be provided in the elementary intramural program.
 - c. The elementary intramural program stipends will be paid in accordance with Appendix B.
 - d. Elementary intramural activities may be conducted during the school day whenever a staff member has unscheduled class time.
 - e. Inter-school activities are not included as a part of the elementary intramural program.

By October 1 of each year any unused modules will be placed in a "pool". Elementary schools may apply for the remaining pooled modules. If requests for the "pooled modules" exceed the number of available modules, schools will receive available modules the following year on a rotation basis.

- f. Staffing
 1. A stipend shall be paid to each intramural staff member who supervises a module of the elementary school intramural program. Each staff member has the option of accepting an intramural assignment for one (1), two (2) or three (3) modules. A staff member may accept additional modules beyond the three (3) modules once all certificated staff in the school has declined the remaining available modules.
 2. Each elementary school, except Rose Valley and Carrolls, may have a maximum of five (5) intramural staff members per module; Rose Valley and Carrolls may have a maximum of two (2) intramural staff members per module.
 3. All Co-Curricular Pay Schedule salaries which are factored off of the salary schedule shall be paid in accordance with the base salary which is in effect September 1.
 4. Budget: An amount as shown on the Extra Pay Schedule-will be provided to a staff member(s) for the administration of the elementary intramural program at each elementary school. The funds will be dispersed at the discretion of the school intramural committee.
 5. The program implementation assistant stipend will be paid at the completion of the adoption process.

6. Conditions for clubs and special interest groups:
 - a. Indication of sufficient student interest.
 - b. Clubs must be recognized and pre-approved by the Associated Student Body and pre-approved by the Board of Directors.
 - c. In case of joint advisors, pay shall be divided as determined by advisors.
 - d. Clubs must meet on a regular basis. The work of clubs will be reviewed annually.
 - e. Those clubs listed in Appendix B of the Collective Bargaining Agreement have prior administrative approval providing there is sufficient student interest.

C. Medical and Dental Insurance

1. The District will pass through the total amount of funds received from the state in the form of medical and dental benefits to the employees. The District will pay the full HCA provided that the amount does not exceed 10% increase from the previous year. Any HCA increase over 10% will be the responsibility of each employee.
2. The insurance money, as determined by staff program enrollments on October 1, shall be pooled and used to pay medical, dental, vision, long-term disability and group life insurance benefits of members of the bargaining unit.
3. Any insurance money not spent in the insurance pool shall be redistributed to all employees at an equal amount and can be used for any approved plan.
4. Employees teaching less than full-time may receive their FTE rate of the amount paid to a full-time employee for medical & dental insurance if they agree to pay the difference and obtain the insurance coverage.
5. If, the District is out of compliance in permissive benefits, the parties agree to reopen negotiations under Article VI.
6. An ad hoc committee comprised of three (3) representatives from the Association and three (3) representatives from the District will determine the insurance plans available to the membership.
7. An employee assistance plan will be maintained for all employees in this collective bargaining agreement.
8. State Industrial/Workers' Compensation -- See Article III, Section B, 7.
9. Sick Leave Cash out -- See Article III, Section B, 1.

D. Length of Contract

1. The district shall provide each employee a contract with salary and number of days indicated therein and in conformity with Washington State Law, State Board of Education regulations and this Agreement.
2. When a position is open, if the position is for an employee on leave, the position will be posted and a Non-Continuing Contract will be issued. If the district indicates the position is vacant, it will be posted and filled with a Continuing Contract.
3. Employees may be employed on a contract for less than a full-time basis. Leaves will be granted in proportion to the employee's FTE.
4. An employee who is teaching full time for a minimum of one (1) trimester shall be issued a contract for the period and be allowed one-half (1/3) of days available for leaves and other fringe benefits.

E. Extended Time

1. Extended time is that time in excess of the base contract that has been so contracted and designated by the District as part of the basic contract. Extended time shall be paid at the rate of 1/(base contract number of days) of the employee's per diem for each day of the additional contract.
2. Supplemental contracts are issued by the District for days in excess of the regular base contract which the District has so designated and/or stipends paid as per the Activity Program Extra Pay Schedule. Pay for

supplemental contracted days shall be at the rate of 1/(base contract number of days) of the employee's per diem for each day of supplemental contract.

3. Extended time contracts as part of the basic contract are covered by the continuous contract provision, RCW 28A.405.210; supplemental contracts are covered by RCW 28A.405.240.
4. Any employee may apply to the Superintendent for extended time up to ten (10) days per applicant per year for specific projects not possible during the contract period. A list of goals and objectives shall accompany each application. A copy of each application shall be submitted to the Association President.

F. Tuition Reimbursement

1. The District will commit to a program of tuition reimbursement for the amount of the base salary (cell BA+0) for that school year to be distributed equally to all staff who submit an application based on an equal per credit value. Application, verification of tuition payment and all coursework must be completed before the end of the school calendar year in which reimbursement is requested. Maximum allowance per credit / clock hour shall not exceed one hundred percent (100%) of cost.
2. Receipts shall be required for all fee reimbursements for clock hours earned by certificated staff after September 1, 1995, shall be reimbursed only if the content of the course meets the criteria adopted by the state of Washington for salary schedule advancement.
3. In the event a course (where credit/clock hours may be available) is taken by an employee in which he/she did not purchase credit/clock hours or when an employee pays for clock hours and an additional fee is required for the class, tuition reimbursement will be calculated based on the equivalent number of credits offered for the course. Receipts are required for reimbursement.
4. An application for credit reimbursement must be turned in to the human resource office before the end of the school calendar year in which compensation is requested.
5. Transcripts shall serve as verification of completion of credit.
 - a. The employee is responsible for ordering a copy of their transcript from their college/university and submitting the copy to human resource office.
 - b. Upon request, an employee shall receive a copy of this transcript.
 - c. In order to receive credit reimbursement, a transcript must be on file in the human resource office.
 - d. When no receipt accompanies the tuition reimbursement application and transcript, reimbursement is based off cost per credit at the college/university for the academic year credits were earned.
 - e. In order to receive clock hour reimbursement, proof of payment must be on file in the human resource office.
6. Payment for credit / clock hour reimbursement will be paid in August.

G. Committee Hours

1. Employees are eligible to receive compensation for work performed on district-wide committees and school level self-study committees. For each hour of approved committee work, payment in the amount prescribed on Appendix B of the agreement shall be available. Such payment will be made in one lump sum with the February and July paychecks.
2. Provisions to the above are as follows:
 - a. Regular school/department meetings/committees, and Citizen Advisory Committees are excluded.
 - b. Hours earned must be outside the contracted work day.
 - c. To compensate for required attendance at school related events outside the employee's normal work day, schools can decide a release time exchange for employees, (e.g., one hour parent night for Cispus could be exchanged for a release for affected employees to leave with students that day and the following subsequent Friday of that week or may be exchanged for two days 30 minute late teacher arrival.)

H. Payment Procedure

1. Employees shall be paid in twelve (12) monthly installments through direct deposit at any financial institution.
2. Employees can access their direct deposit receipts online through employee access.
3. Employees who have supplemental contracts may choose to be paid monthly throughout the contract or at the next pay day following completion of his/her supplemental contract.
4. Payment shall be made the last day of each month with the following exceptions: if the last day of the month is a Saturday or Sunday or a legal holiday, payment shall be made on the preceding Friday.

I. Contracts

1. Individual employee contracts - the District shall provide each employee a contract with salary and number of days indicated therein and in conformity with Washington State Law, State Board of Education regulations and this Agreement.
2. Copies of contract - two (2) copies of a contract shall be given to the employee each year for signature. One (1) copy is retained by that employee at the time it is signed. One (1) copy is forwarded to the District Office and signed by the Board and then placed in the employee's personnel file.
3. Release from contract - an employee under contract shall be released from the obligations of the contract upon request under the following conditions:
 - a. A letter to announce retirement must be submitted to the Superintendent's Office by May 31st
 - b. A letter of resignation must be submitted to the Superintendent's Office;
 - c. A release from contract, prior to July 1, shall be granted provided a letter of resignation is submitted prior to that date;
 - d. A release from contract shall be granted after July 1 provided a satisfactory replacement can be obtained;
 - e. A release from contract shall be granted in case of illness and may be granted for personal matters which make it impossible for the employee to continue in the District.

J. Issuance of Individual Employee Contracts

Individual employee contracts shall have typed on them the following statement:

"Provided, however, that the terms of this Contract shall be consistent with and subject to, the terms and the execution of the Master Agreement between the Kelso Board of Education and the Kelso Education Association."

K. Clause for Employee's Contract

The following shall be a part of each employee's individual contract:

"It is mutually agreed that in the event the Legislature appropriates funds for the purpose of increasing the employee's salary during the period of this contract, the salary which is otherwise provided for herein shall be increased subject to the receipt of such funds by the District and in compliance with such distribution guidelines as may be adopted by the Office of the State Superintendent of Public Instruction and/or the District."

L. Professional Presentation Procedures

Guidelines for Professional Presentations Outside the District and During the Contracted Work Day:

1. The employee shall meet with his/her immediate supervisor and determine whether the employee can be released to give the presentation. Procedures and costs must be clarified prior to agreement to give a presentation.
2. Complete a leave form:
 - a. If the employee is paid a stipend for the presentation, the employee shall take uncompensated leave.

- b. If the employee is not paid a stipend for the presentation, the employee may take professional leave.
3. Employees who wish to charge stipends for preparation time and/or presentation time outside the contracted work day shall not act as agents for the Kelso School District in negotiating these conditions.
4. Use of district materials for presentations and substitute time must be cleared with the Director of Curriculum and Instruction or other appropriate supervisor in advance.

Guidelines for Professional Presentations Inside the Kelso School District During the Contracted Work Day

1. The employee shall meet with his/her immediate supervisor and determine if the employee can be released to give the presentation.
2. No presentation fee shall be charged for work performed during the contracted work day.
3. Committee hours may be awarded for documented preparation time.
4. The employee will not bear the cost of substitutes, printing and/or travel.

ARTICLE VII

SUBSTITUTES

1. The following substitutes will be included in the bargaining unit:
 - a. Substitute employees who have been employed by the District twenty (20) or more consecutive days during the last 12 months.
 - b. Substitute employees who have been employed by the District for thirty (30) days or more of work during the last 12 months.
2. Substitutes shall be paid according to the following:
 - a. Substitute base salary shall be established as .003853 of the teacher's base salary.
 - b. Substitute "day" shall be defined as a calendar day. This definition applies to letters c – j.
 - c. Substitutes working their 45th – 59th days of a school year will receive an additional \$7.00 per day over the Substitute base salary.
 - d. Substitutes working their 60th – 89th days of a school year will receive an additional \$21.00 per day over the substitute base salary.
 - e. Substitutes working their 90th day and above of a school year will receive an additional \$35.00 over the substitute base salary.
 - f. Substitutes with over 90 days of service from the previous year will begin the new school year at the "e" level of pay above.
 - g. Upon completion of 45 days of service in a school year, a substitute is eligible for one (1) paid In-service day to be determined by the District. The In-service day could be used during staff In-service on LID days, the October In-service day or other In-service days sponsored by the District. The In-service day must be pre-approved by the District's Human Resources Department and be used by the following year's October In-service day.
 - h. Upon completion of 90 days of service in a school year, a substitute is eligible for a second paid In-service day to be determined by the District. The second In-service day will be subject to the same rules as in letter "f" above.
 - i. After ten (10) days of continuous long-term substituting in the same assignment, the first five days of work shall be eligible for per diem wage as per the employee's placement on the current certificated employee salary schedule.
 - j. Substitute employees who teach in an assignment extending beyond five (5) consecutive teaching days will be paid on a daily rate, determined by the substitute's placement on the current certificated salary schedule, and will be effective beginning on the sixth day of teaching.
 - k. Any substitute employee who begins a school year and works five (5) or more consecutive days in the same assignment shall be placed on the salary schedule and paid the appropriate rate from the first day of work.
3. Whenever both the substitute employee and the regular employee report for work on the same day, the substitute employee shall be paid one-half (1/2) of the substitute's wage for that day. The employee's regular salary may be deducted by one-half (1/2) day substitute's salary if the principal is not notified prior to his/her return to school.
4. A long-term substitute in a teaching position on October 1st of first trimester and/or February 20th in second trimester will receive a trimester contract for that position. Exception: When a long term substitute is replacing a current staff member that is on a long term leave that is a trimester or less in duration.
 - a. A long term substitute that replaces a current staff member on a long-term leave that is a trimester or less in duration will earn one day of leave every 30 calendar days worked in one long-term assignment. Earned leave may be used for sick leave, family leave, bereavement leave or emergency leave. Personal leave or any other leave will not be allowed. If earned leave is used, it will not cause a break in service.
 - b. An agreement between the employee and substitute to share TRI hours will be calculated on a case by case basis (i.e. start of the school year and end of the school year. Required day will be given to the substitute if the contracted employee is unable to work the required day).

5. All substitutes who are in the bargaining unit shall have the right to participate in approved medical or dental plans offered by the District and if allowed by the carrier. The substitute shall pay all insurance premium costs, in advance, monthly.
6. Substitute employees shall have the same preparation time as the employee replaced. Further, if he/she is requested to work a sixth period, one-sixth (1/6) extra salary shall be paid.
7. A daily rate, as advised annually by WEA for NEA/WEA/KEAUNISERV dues, will be deducted from substitute teacher pay for the first ninety (90) days of substitute teaching.
8. Article VII shall be the only provision of the Agreement applicable to substitute employees; however, Article VII shall be subject to the grievance procedure to the Board level.
9. At the end of the trimester, a long-term substitute position will be considered under Article VI, section D (2).
10. Evaluation: The purpose of the substitute evaluation procedure shall be to evaluate the performance of a substitute teacher. The evaluation may be used as an aid in selecting long-term substitute teachers.
 - a. Guidelines

Regular classroom teachers shall leave a substitute guide which includes: what texts should be used and where they are located; where the lights, keys, chalk, and paper are; lesson plans; seating chart; and class rules.

It is the principal's duty to be sure that classroom teachers follow through on their responsibilities to substitutes. A substitute may communicate informally to the principal if items were not available.

Substitute teachers shall complete a written report to the regular teacher at the end of the substitute teaching assignment.
 - b. Procedure

A substitute may request or the District may conduct an evaluation.

- Appendix A: 2015-2016 Salary Schedule
- Appendix B: Co-Curricular Salary Schedule
- Appendix C: 2015-2016 School Calendar
- Appendix D: Perpetual Calendar
- Appendix E: TRI Supplemental Contract/Documentation Form
- Appendix F: 2015-2016 Early Release Schedule
- Appendix G: 2015-2016 Human Resources & Payroll Time Line Cutoff Dates
- Appendix H: Protocol: Vacancy, Reassignment and Transfer
- Appendix I: Maternity Leave Information
- Appendix J: Just Cause

GRIEVANCE
COMPLAINT BY THE GRIEVANT

STEP TWO - FORM A
Distribution of Form:
1. Immediate Supervisor
2. School Representative
3. Association
4. Grievant

(Type or Print)

Name of Grievant _____

Home Address of Grievant _____ Phone _____

Immediate Supervisor _____ School _____

School Representative _____

Date and Time of Informal Step Meeting _____

Statement of grievance identifying part of the contract, rule, order, policy, regulation, or practice of the District and why informal resolution was not achieved

Solution Sought:

Signature of Grievant Date: _____

GRIEVANCE
DECISION OF IMMEDIATE SUPERVISOR

(To be completed by immediate
Supervisor within three (3) days
after receipt of the grievance)

- STEP TWO - FORM B
Distribution of Form:
1. Immediate Supervisor
 2. School Representative
 3. Association
 4. Grievant

Name of Grievant _____

School _____

Immediate Supervisor _____

Decision of Immediate Supervisor:

Date of Decision _____

Signature of Immediate Supervisor _____

Grievant Response:

_____ I accept the above decision

_____ I refer the above decision to the Association

_____ I appeal the above decision to the Superintendent.

Date of Response _____

Signature of Grievant _____

GRIEVANCE
JUDGMENT OF ASSOCIATION

(To be completed by the Association
within three (3) days after receipt of
the grievance)

STEP THREE - FORM A

Distribution of Form:

1. Association
2. Superintendent
3. Grievant

Name of Grievant _____

School _____

Date Received by the Association _____

Judgment of the Association:

Date _____

Signature of Association President _____

GRIEVANCE
DECISION OF SUPERINTENDENT

STEP THREE - FORM B
Distribution of Form:
1. Superintendent
2. Grievant
3. Association

Grievant _____

School _____

Immediate Supervisor _____

Decision of Superintendent:

Date _____

Signature of the Superintendent _____

GRIEVANCE
GRIEVANT RESPONSE

STEP FOUR - FORM A

_____ (I) (We) accept the decision of the Superintendent.

_____ (I) (We) appeal the above decision to the school board (not
subject to arbitration).

_____ (I) (We) appeal to arbitration.

Date of Response _____

Signature of Grievant _____

GRIEVANCE
(NOT SUBJECT TO ARBITRATION)
DECISION OF THE SCHOOL BOARD

STEP FOUR - FORM B
Distribution of Form:
1. Association
2. Grievant
3. Board of Directors

Grievant _____

School _____

Immediate Supervisor _____

Decision of the Board of Directors:

Date of Decision _____

Board of Directors

By _____
President

ASSIGNMENT OF WAGES FORM
FOR RELIGIOUS OBJECTION

Name _____

Address _____

TO: KELSO SCHOOL DISTRICT

I, the undersigned, hereby authorize you, as my employer, to deduct from my salary and pay to the United Fund, March of Dimes, Heart Association or other mutually-agreed to charitable organization such representation fees equivalent in amount to the membership dues and assessments as certified by the Kelso Education Association.

I agree that this authorization and assignment shall be irrevocable for the current school year and shall be automatically renewed each year thereafter unless written notice is given by me to you and the Kelso Education Association between August 1 and August 31 of the year in which notice of revocation is given.

_____ Date

_____ Signature

_____ Association Representative

**Kelso School District
2015-16 Kelso High School
Co - Curricular Salary Schedule**

POSITION	FACTOR	SALARY PER POSITION
High School		
Advisor - Assistant Drama (per production - 5 maximum per year)	0.0196	\$688
Advisor - Class Related Club (Safety, Spanish, Science, Russian, French, , Japenese, IRC, Help, History)	0.0163	\$572
Advisor - Concessions	0.0909	\$3,188
Advisor - Debate & Speech	0.0589	\$2,066
Advisor - DECA	0.0589	\$2,066
Advisor - Diversified Occupations	0.0359	\$1,259
Advisor - Diversity	0.0359	\$1,259
Advisor - Drama (per production - 5 maximum per year)	0.0589	\$2,066
Advisor - FBLA	0.0359	\$1,259
Advisor - FCCLA Club	0.0589	\$2,066
Advisor - FFA (Middle School/High School)	0.0589	\$2,066
Advisor - FHA	0.0589	\$2,066
Advisor - Freshman Class	0.0244	\$856
Advisor - HCA	0.0589	\$2,066
Advisor - Honor Society	0.0361	\$1,266
Advisor - Junior Class	0.0359	\$1,259
Advisor - Knowledge Bowl	0.0589	\$2,066
Advisor - Leadership	0.0704	\$2,469
Advisor - Pep Club	0.0538	\$1,887
Advisor - Photography Club	0.0361	\$1,266
Advisor - Publications/Newspaper	0.0704	\$2,469
Advisor - Publications/Yearbook	0.0704	\$2,469
Advisor - Renaissance	0.0538	\$1,887
Advisor - Senior Class	0.0589	\$2,066
Advisor - Sophomore Class	0.0359	\$1,259
Advisor - Special Interest Club (as approved by KHS ASB and Board of Directors)	0.0111	\$389
Advisor - Student Store	0.0589	\$2,066
Advisor - Varsity K	0.0359	\$1,259
Advisor - VICA (as approved by KHS ASB and Board of Directors)	0.0359	\$1,259
Director - Band	0.1106	\$3,879
Director - Intramurals	0.0589	\$2,066
Director - Jazz Choir	0.0416	\$1,459
Director - Night Activities	0.1969	\$6,905
Director - Orchestra	0.0647	\$2,269
Director - Stage Band	0.0416	\$1,459
Director - Vocal	0.0647	\$2,269
Machinery Maintance (maximum 5)	0.0244	\$856
Supervisor - Summer Pool	0.0575	\$2,016
Supervisor - Winter Pool	0.0920	\$3,226
Youth Work Experience	0.0589	\$2,066
DEPARTMENT HEADS:		
Language Arts	0.0762	\$2,672
Science, Social Studies, Math, Technology,	0.0647	\$2,269
P.E., Family & Consumer Sciences, Business Ed, Special Education	0.0647	\$2,269
Foreign Language, Art, Counseling	0.0531	\$1,862
Fitness Center Supervision (Miscellaneous Timesheet)	Hourly Rate	Per Diem
ESY (Teachers, Specialists, Coordinators)	Hourly Rate	Per Diem
Credit Retrieval Program (Teachers, Specialists, Coordinators)	Hourly Rate	Per Diem

Board Approval

By: *Patricia L Ward*

Date: *8-17-15*

School Board President

8/18/15

Kelso School District
 2015-16 Middle School and Elementary School
 Co - Curricular Salary Schedule

POSITION	FACTOR	SALARY PER POSITION
MIDDLE SCHOOLS		
Advisor - ASB	0.0474	\$1,662
Advisor - Class Related Club (Library, Foreign Language, Pep, Service Clubs, Computer)	0.0163	\$572
Advisor - Diversity	0.0244	\$856
Advisor - Drama	0.0359	\$1,259
Advisor - FHA	0.0244	\$856
Advisor - Honor Society	0.0244	\$856
Advisor - Publications	0.0474	\$1,662
Advisor - Special Interest Club (as approved by MS ASB & Board of Directors)	0.0111	\$389
Advisor - Stage Dramatics (Per Production)	0.0115	\$403
Advisor - Student Store	0.0301	\$1,056
Assistant Homework Coach (per quarter)	0.0633	\$2,220
Athletic Coordinator	0.1498	\$5,253
Department Head (6 per building)	0.0531	\$1,862
Director - Band	0.0589	\$2,066
Director - Intramurals (2)	0.0589	\$2,066
Director - Orchestra	0.0589	\$2,066
Director - Single Intramurals Program	0.1164	\$4,082
Director - Vocal	0.0589	\$2,066
Head Homework Coach (per quarter)	0.0886	\$3,107
Homework Coach Supervisor	0.0403	\$1,413
Intramurals (11 modules per building)	0.0186	\$652
LAP Program Coordinator (1 per building)	0.0748	\$2,623
Machinery Maintenance (maximum 2)	0.0244	\$856
Navigation 101 Coordinator	0.0464	\$1,628
ELEMENTARY SCHOOLS		
Administration of Intramurals	0.0100	\$351
Intramurals (18 modules/bldg except RV & Carrolls - 9/bldg) (20 hrs/module)	0.0186	\$652
LAP Program Coordinator	0.0748	\$2,623
School Patrol	0.0301	\$1,056

Board Approval

By: Patricia Wood

Date: 8-17-15

School Board President

8/18/15

Kelso School District
2015-16 - "Other"
Co - Curricular Salary Schedule

POSITION	FACTOR	SALARY PER POSITION
OTHER		
Building Technology Coordinator:		
Building combined total 1350 and up - add another person at appropriate level		
Building combined total between 0 to 149	0.0284	\$996
Building combined total between 1050-1199	0.0853	\$2,991
Building combined total between 1200-1349	0.0889	\$3,118
Building combined total between 150-299	0.0451	\$1,582
Building combined total between 300-449	0.0619	\$2,171
Building combined total between 450-599	0.0686	\$2,406
Building combined total between 600-749	0.0754	\$2,644
Building combined total between 750-899	0.0785	\$2,753
Building combined total between 900-1049	0.0817	\$2,865
Outdoor School Coordinator (overnight Cispus)	0.0934	\$3,275
Outdoor School Teacher (3 nights)	0.0173	\$607
Outdoor School Coordinator	0.0327	\$1,145
Outdoor School Health Service Provider (Per Day)	0.0045	\$150
Outdoor School Teacher (Per Day)	0.0045	\$150
Natural Helpers	0.0589	\$2,066
Program Implementation Assistant	0.0748	\$2,623
Summer Curriculum (Per Hour)	0.0010	\$35.07
SUMMER LIBRARIAN	0.0690	\$2,420
Summer School Teacher - hourly per diem plus pro-rated preparation		
TRAFFIC SAFETY COORDINATOR (PER SECTION)	0.0264	\$926
TRAFFIC SAFETY INSTRUCTOR (Per Hour)	0.0009	\$31.56
Voc Advisor - State Competition (Per Day)	0.0020	\$70.14
WASL Special Ed Test Coordinators @ the Elementary Level	0.0093	\$326
WASL Special Ed Test Coordinators @ the Secondary Level	0.0186	\$652
WASL Test Coordinators	0.0186	\$652
Principal Designee (Per Day)	0.0014	\$49.10
Committee Hours (per hour)	Hourly Rate	\$25.98
COVERING CLASSES DURING PREP PERIOD (Per Hour)	HOURLY	PER DIEM

Board Approval

By: Patricia R. Wax Date: 8-17-15
School Board President

8/18/15

KELSO SCHOOL DISTRICT NO. 458
2015/16 SCHOOL CALENDAR
****REVISED****

AUGUST 2015

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

DECEMBER 2015

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL 2016

						1	2
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	

SEPTEMBER 2015

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JANUARY 2016

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3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
31							

MAY 2016

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

OCTOBER 2015

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY 2016

		1	2	3	4	5	6
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29						

JUNE 2016

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

NOVEMBER 2015

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MARCH 2016

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JULY 2016

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3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
31							

FIRST AND LAST DAY OF SCHOOL

August 31 (Grades K-5, 6, & 9 only) per proposed waiver day
 June 14 Last Day of School

GRADUATION

June 11

CERTIFICATED EMPLOYEE ORIENTATION

August 20, 21, & 24 (New Employees Only)

DISTRICT DIRECTED - REQUIRED DAYS

August 25 June 15 (June 20 if snow make-up)
 August 26 June 16 (June 21 if snow make-up)
 August 27

WEDNESDAY EARLY DISMISSAL

Elementary 1:55 p.m.; Secondary 1:00 p.m.

EARLY DISMISSAL

November 25, December 23, April 1 - Elem. 1:55 p.m.; Secondary 1:00 p.m.
 Last Day of School - Elem. 11:10 a.m.; Secondary 10:05 a.m.

STUDENT NON-ATTENDANCE DAYS

September 7 - Labor Day
 November 11 - Veterans' Day
 November 26-27 - Thanksgiving
 December 24-January 1 - Winter Break
 January 18 - Martin Luther King Day
 February 15 - Presidents' Day
 April 4-8 - Spring Break
 May 30 - Memorial Day

TRIMESTERS END

December 4, March 11, June 14

SEMESTERS END

January 22, June 14

MAKE-UP DATES

June 15, June 16, June 17, April 4, April 5

WORK-STOPPAGE DATES

September 16-September 25

Board Approved 2.9.15

Revised 10.5.15

**KELSO SCHOOL DISTRICT NO. 458
WALLACE 2015/16 SCHOOL CALENDAR**

****REVISED****

AUGUST 2015

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

DECEMBER 2015

					1	2	3	4	5
6	7	8	9	10	11	12			
13	14	15	16	17	18	19			
20	21	22	23	24	25	26			
27	28	29	30	31					

APRIL 2016

								1	2
3	4	5	6	7	8	9			
10	11	12	13	14	15	16			
17	18	19	20	21	22	23			
24	25	26	27	28	29	30			

SEPTEMBER 2015

						1	2	3	4	5
6	7	8	9	10	11	12				
13	14	15	16	17	18	19				
20	21	22	23	24	25	26				
27	28	29	30							

JANUARY 2016

									1	2
3	4	5	6	7	8	9				
10	11	12	13	14	15	16				
17	18	19	20	21	22	23				
24	25	26	27	28	29	30				
31										

MAY 2016

1	2	3	4	5	6	7				
8	9	10	11	12	13	14				
15	16	17	18	19	20	21				
22	23	24	25	26	27	28				
29	30	31								

OCTOBER 2015

									1	2	3
4	5	6	7	8	9	10					
11	12	13	14	15	16	17					
18	19	20	21	22	23	24					
25	26	27	28	29	30	31					

FEBRUARY 2016

									1	2	3
4	5	6	7	8	9	10	11	12	13		
14	15	16	17	18	19	20					
21	22	23	24	25	26	27					
28	29										

JUNE 2016

									1	2	3	4
5	6	7	8	9	10	11						
12	13	14	15	16	17	18						
19	20	21	22	23	24	25						
26	27	28	29	30								

NOVEMBER 2015

1	2	3	4	5	6	7					
8	9	10	11	12	13	14					
15	16	17	18	19	20	21					
22	23	24	25	26	27	28					
29	30										

MARCH 2016

1	2	3	4	5						
6	7	8	9	10	11	12				
13	14	15	16	17	18	19				
20	21	22	23	24	25	26				
27	28	29	30	31						

JULY 2016

									1	2
3	4	5	6	7	8	9				
10	11	12	13	14	15	16				
17	18	19	20	21	22	23				
24	25	26	27	28	29	30				
31										

FIRST AND LAST DAY OF SCHOOL

August 19 - 1st-5th
August 26 - Kindergarten
June 24 - Last Day (All)

CERTIFICATED EMPLOYEE ORIENTATION

August 12 & 13 (New Employees Only)

KINDERGARTEN SCREENING AND CONFERENCES

August 19, 20, 21

DISTRICT DIRECTED - REQUIRED DAYS

August 14 TBD
August 24 TBD
August 25

WEDNESDAY EARLY DISMISSAL

Elementary 1:55 p.m.; Secondary 1:00 p.m.

EARLY DISMISSAL

November 25, December 18, April 1 - Elem. 1:55 p.m.; Secondary 1:00 p.m.
Last Day of School - Elem. 11:10 a.m.; Secondary 10:05 a.m.

CONFERENCE DAYS November 23, 24, 25; March 11

STUDENT NON-ATTENDANCE DAYS

August 24-25 - Student Non-Attendance
September 7 - Labor Day
November 11 - Veterans' Day
November 26-27 - Thanksgiving
December 21-January 1 - Winter Break
January 18 - Martin Luther King Day
February 15 - Presidents' Day
February 16-19 - Intersession
April 4-8 - Spring Break
May 30 - Memorial Day
May 31-June 3 - Intersession

TRIMESTERS END

November 24, March 14, June 24

MAKE-UP DATES

June 6, 13, 20; End of School Year

WORK-STOPPAGE DATES

September 16-September 25

Board Approved 2.9.15

Revised 10.5.15

**KELSO SCHOOL DISTRICT
PERPETUAL CALENDAR**

Calendar Development Criteria

1. Instructional Days
 - A. "Instructional Day" for the purpose of this contract shall be defined the same as "school day" as defined under RCW 28A.01.010.
 - B. For teachers there will be 180 instructional days per year.
2. The first instructional day of the school year will be the Monday before Labor Day, except when Labor Day falls on September 1 or 2, when the first day of school will be the Tuesday after Labor Day.
3. School holidays (RCW 18A.02.061), except winter break.
 - A. The following are school holidays:
 - (1) Saturdays and Sundays
 - (2) Labor Day (first Monday in September)
 - (3) Veterans' Day (November 11)
 - (4) Thanksgiving Day (fourth Thursday in November), also the day immediately following Thanksgiving Day
 - (5) Winter Break as detailed
 - (6) Martin Luther King Day (third Monday in January)
 - (7) Trimester Break Days (the school day immediately following the last day of each trimester)
 - (8) Presidents' Day (third Monday in February)
 - (9) March In-Service Day
 - (10) Spring Break begins the first full week of April
 - (11) Memorial Day (last Monday in May)
 - B. Detail of Winter Break:
 - (1) Christmas and New Year's Day fall on Thursday, winter break begins Monday, December 22, and ends Friday, January 2 (ten weekdays)
 - (2) Christmas and New Year's Day fall on Wednesday, winter break begins Monday, December 23, and ends Friday, January 3 (ten weekdays)

- (3) Christmas and New Year's Day fall on Tuesday, winter break begins Monday, December 24, and ends Friday, January 4 (ten weekdays)
 - (4) Christmas and New Year's Day fall on Monday, winter break begins Thursday, December 21, and ends Tuesday, January 2 (nine weekdays)
 - (5) Christmas and New Year's Day fall on Sunday, winter break starts Thursday, December 22, and ends Tuesday, January 3 (nine weekdays)
 - (6) Christmas and New Year's Day fall on Saturday, winter break starts Monday, December 20, and ends Friday, December 31 (ten weekdays)
 - (7) Christmas and New Year's Day fall on Friday, winter break starts Monday, December 21, and ends Friday, January 1 (ten weekdays)
4. If Veterans' Day falls on a Thursday there will be no school on Friday. If Veterans' Day falls on a Tuesday there will be no school on Monday.
 5. Staff In-Service Days (Required) – Tuesday, Wednesday and Thursday before the first full week that school begins; October In-Service Day; March In-Service Day. (Total of 5)
 6. Make-up Days - The following days shall be used as instructional days unless mutually agreed by the district and the association under the Emergency School Closure provisions of this contract:
 - A. The Friday before Presidents Day Weekend
 - B. After the last instructional day of the year
 7. Final Instructional Day - The guidelines above cause the final instructional day of each year to occur as follows:
 - A. If Labor Day falls on September 1, the last day is Wednesday, June 17 (June 16 if leap year)
 - B. If Labor Day falls on September 2, the last day is Tuesday, June 17 (June 16 if leap year)
 - C. If Labor Day falls on September 3, the last day is Monday, June 10 (June 9 if leap year)
 - D. If Labor Day falls on September 4, the last day is Friday, June 8 (June 7 if leap year)
 - E. If Labor Day falls on September 5, the last day is Monday, June 12 (June 11 if leap year)
 - F. If Labor Day falls on September 6, the last day is Wednesday, June 15 (June 14 if leap year)
 - G. If Labor Day falls on September 7, the last day is Tuesday, June 15 (June 14 if leap year)

Adopted: February 26, 2001
 Revised: March 14, 2005
 Revised: March 24, 2008
 Revised: March 7, 2011
 Revised: March 2012
 Revised: July 2012
 Revised: October 5, 2015

**20XX-XX KELSO SCHOOL DISTRICT #458
SUPPLEMENTAL EMPLOYMENT CONTRACT – TRI Days**

I <u>decline</u> to receive TRI Day Payment or a portion thereof.

Employee Signature

EMPLOYEE NAME: **NAME**
LOCATION: **SCHOOL**

Contract Date _____

Pursuant to RCW 28A.405.240, the Board of Directors of the Kelso School District No. 458 (the "District") and the Employee whose name appears above (the "Employee") agree that the Employee shall be authorized, in addition to the duties and services under the employee's regular employment contract and/or other work schedule authorized by the District, to perform the following assigned additional duties, subject to the terms and conditions of the Collective Bargaining Agreement (the "Agreement") between the District and the Kelso Education Association. In accordance with RCW 28A.405.240, this Supplemental Contract is not a part of the Employee's Continuing, Provisional or Replacement Contract, if any, and not subject to the restrictions therein. Additionally, this Supplemental Contract shall be issued for only one (1) year, the 20XX-XX school year.

Position(s)	Hrs/Day	No. of Days	Amount	Account Code
TRI Days	X	XX	\$	XXXX-XX-XXXX-XXX-XXXX-XXXX

Total Salary: \$

Per the Collective Bargaining Agreement pertaining to TRI Days, the Kelso School District & Kelso Education Association have agreed as follows:

- **TRI days:** a total of fifteen (15) days are available; these may be worked by the half-hour and will be paid to the nearest half-hour up to 15 days at the employee's current FTE. Special Education Staff receive one (1) additional TRI day at the employee's current FTE.
- Payment will be processed in twelve (12) equal payments beginning September 30, 20XX.

This Supplemental Contract must be signed by the Employee and returned to Personnel no later than fifteen (15) days from the above date or this offer will be considered void. The pay specified above shall be paid in accordance with the terms of the Agreement and the District's established payroll procedures, including the verification of said performance.

By order of the Board of Directors of Kelso School District No. 458, Cowlitz County, Washington.

By: _____	_____	_____
Glenn Gelbrich, Superintendent	NAME	Date

FULFILLMENT SECTION

<i>These days may be claimed by the hour to the nearest half-hour and may be used for things such as:</i>	Indicate # of hrs worked per category
Before School / End of School Activities	
Semester Transition	
GQP / IEP Teams / IEP Meetings	
LIT Planning / Implementation Activities	
Parent Meetings / Student Staffings	
Planning: Gifted Student/Accelerated Reader/Advisory/Home-Hospital	
Learning Communities	
Other _____	
Other _____	
Other _____	
TOTAL:	Basic Ed: 112.5 / SpEd: 120

**Return this form to the Human Resources Office by
June 30, 20XX**




Failure to submit the fulfillment copy of this contract with complete TRI hours documented by this date will result in a contract adjustment of any unclaimed hours from your salary.

I verify that the hours listed above have been worked by me.	
_____	_____
NAME	Date

SECONDARY

Early Release Wednesdays and State Inservice Days 2015-2016



September	2	Teacher	
	9	Teacher	
	16	School	
	23	School – Self-Assessment & Cycle Review Activity (Assessment & Student Growth)	
	30	Teacher	
October	7	School	
	9	State Inservice – AM District-wide [Dr. Barr] PM School-Directed	
	14	Teacher – Prepare for Secondary Conferences	
	21	School	
	28	Teacher	
November	4	School	
	18	Teacher	
	25	Early Release – Thanksgiving	
December	2	School	
	9	School	
	16	Teacher	
January	6	School	
	13	Teacher	
	20	School – TPEP (Assessment & Student Growth)	
	27	School	
February	3	School	
	10	Teacher	
	17	School	
	24	Teacher	
March	2	School	
	9	Teacher	
	16	School	
	18	State Inservice – School-Directed	
	23	Teacher	
April	13	Teacher	
	20	School	
	27	School	
May	4	Teacher	
	11	Teacher	
	18	School	
	25	School	
June	1	Teacher	
	8	Teacher	

Teacher = 18
School = 18 + 2 Inservice days + 2 days before school

FINAL

5/15/15

ELEMENTARY

Early Release Wednesdays and State Inservice Days 2015-2016



September	2	Teacher	
	9	Teacher	
	16	School	
	23	School – Self-Assessment & Cycle Review Activity (Assessment & Student Growth)	
	30	Teacher	
October	7	School	
	9	State Inservice – AM District-wide [Dr. Barr] PM School-Directed	
	14	Teacher	
	21	School	
	28	Teacher	
November	4	School	
	18	Teacher	
	25	Early Release – Thanksgiving	
December	2	District [Gr K-2: Math CCSS Plan] [Gr 3-5: ELA CCSS Plan]	
	9	District [Science: Grade Level NGSS within FOSS Kits]	
	16	Teacher	
January	6	District [Gr K-2: ELA CCSS Plan] [Gr 3-5: Math CCSS Plan]	
	13	Teacher	
	20	School – TPEP (Assessment & Student Growth)	
	27	School	
February	3	School	
	10	Teacher	
	17	School	
	24	Teacher	
March	2	School	
	9	Teacher	
	16	District [Science: Grade Level NGSS within FOSS Kits]	
	18	State Inservice – 8:30-11:30 District [ELA/Math CCSS] 12:00-3:30 School-Directed	
	23	Teacher	
	30	Teacher	
April	13	Teacher	
	20	School	
	27	School	
May	4	Teacher	
	11	Teacher	
	18	School	
	25	School	
June	1	Teacher	
	8	Teacher	

Teacher = 18
 School = 14 + 2 Inservice days + 2 days before school
 District = 4

FINAL

5/15/15

Human Resources / Payroll Timelines ~ Cut-off Dates for 2015/16

Item	Due Date	Send to
Classified Timesheets	10 th & 25 th of each month (Cut-off Date)	Kris/Stefanie
Supplemental Contracts/Pay Agreements	10 th of each month	Jill J.
Miscellaneous Certificated Timesheets	10 th of each month	Kris/Stefanie
Benefit Selections – New Hires/Newly Eligible	15 th of each month	Jill K./Kelsey/Isiah
Benefit Selections – Returning from Leave	15 th of each month	Kris/Stefanie
Certificated/Classified Intent to Return	December	Jill K./Kelsey
Overload Forms	1 st trimester: count day is 9/15; due on 10/9 2 nd trimester: count day is 12/16; due on 1/5 3 rd trimester: count day is 3/23, due on 4/1	Jill K./Kelsey (approval by Jenae)
	1 st trimester Wallace: count day is 9/9; due on 10/9 2 nd trimester Wallace: count day is 12/8; due on 12/17 3 rd trimester Wallace: count day is 3/24; due on 4/11	
	1 st quarter CMS/HMS: count day is 9/15; due on 10/9 2 nd quarter CMS/HMS: count day is 11/16; due on 11/25 3 rd quarter CMS/HMS: count day is 1/29; due on 2/9 4 th quarter CMS/HMS: count day is 4/15; due on 4/26	
Transcripts/Inservice Registration Forms	Coursework completed by October 1 st for 2015/16 salary advancement	Jill J.
25 Year Project Applications	October 1 st	Jill K./Kelsey/Jill J
25 Year Work Plans	November 1 st	Jill K./Kelsey/Jill J
25 Year Timesheets/Synopsis of Completed Plans	June 30 th (can accept any time after completion)	Jill K./Kelsey/Jill J – approval by Jenae then to Kris/Stefanie for pay
Transfer Requests (Certificated)	February 15 th	Jenae
Retirement Letters (Certificated)	May 31 st	Jenae
90-Day Evaluations	December 9 th	Jenae
Year-end Evaluations	June 14 th (June 24 th – Wallace) August 31 st – Year-round staff	Jill J.

Item	Sent Out	Due Date	Send to
TRI Forms	Late August	To Be Determined	Jill J.
TRI Form (Fulfillment Completion)	May 26 th	June 14 th (June 24 th -Wallace)	Jill J.
Sick leave buyback forms	By January 15 th	January 31 st	Sherie H.
RIF	Early December	Due February 1 st	Jenae
Tuition Reimbursement	April 5 th	June 14 th (June 24 th -Wallace)	Jill J.

Open Enrollment Dates (Benefits)	August 26, 2015 – September 25, 2015 with an effective date of November 1 st
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PROTOCOL
Vacancy, Reassignment and Transfer
Certificated Staff

The purpose of this protocol is to address transfers and reassignments for open vacancies per the Kelso Education Association Collective Bargaining Agreement: Article V, A. – Vacancies – Voluntary/Involuntary Transfers – Classroom Reassignments.

Employees who desire a transfer or reassignment should make a request in writing to Jenae Gomes, Executive Director of Human Resources, preferably by February 15 which will be kept on file by the District through June 30, 2015. (Transfer requests need to be submitted each school year an employee is requesting a transfer. They do not carry forward from one school year to the next.)



1. Transfer requests received prior to February 15 will receive initial consideration. The transfer request must align with the vacancy. The employee's credentials, preparation and qualifications must equal or exceed what is required for the position.
2. If there are no transfer requests on file matching a vacancy the District will post open positions internally for two days and notification of postings will be sent by email from the Human Resource Department (E.S.A., hard to fill and non-continuing positions will not follow this rule).
3. Administration retains the authority to directly accept/reject the employee's transfer request after screening and reference checking of in-district applicants. In addition, administration may conduct one or more informal interviews. The employee will be notified of the administrator's acceptance or denial for the position.
4. Any resignations or retirements received on or after May 15 which result in a vacancy will not be subject to internal posting(s) and may be posted externally, immediately.
5. The District may deny a transfer request if said transfer creates an open position during the school year that would create a hardship for the District.
6. If an employee is on a professional support plan, will be going onto a professional support plan, or has received an unsatisfactory in their most recent evaluation he/she will not be considered for a transfer request during that school year.



KELSO SCHOOL DISTRICT

By Jenae Gomes
Executive Director of Human Resources

Dated: 01/27/2015

KELSO EDUCATION ASSOCIATION

By Sharon Dale
President

Dated: 1-27-15



MATERNITY LEAVE INFORMATION

The stork is coming ~ CONGRATULATIONS ARE IN ORDER! Maternity Leave can be a bit confusing, so the Human Resources Dept. is pleased to provide the following information which should cover many of the questions and/or concerns you might have:

How do I apply for maternity leave? In order to begin the maternity leave contact the Human Resources Dept. to set up a Maternity Appointment. At this appointment we will review your leave balance, create a "maternity calendar", discuss options and answer questions in regard to this special time.

How are the dates of my maternity leave determined? Your maternity leave is based initially on the estimated due date of your baby; this date is subject to change once the actual birth date is determined. You will be expected to work until the day the baby is born unless you have been released by your physician.

How is the length of my maternity leave determined?

You are allowed 6 weeks by law of maternity leave beginning with the day after you deliver your baby. The length of your maternity leave is a continuous 6 weeks encompassing all calendar days regardless of whether there are weekends, holidays or non-work days during that period. For example, if an employee delivers their baby on July 4th their maternity leave will begin on July 5th and would end on August 15th. If the employee qualifies for FMLA they may begin their FMLA Leave on the first contracted work day of the new school year.

How does FMLA (Family Medical Leave Act) coordinate with my maternity leave?

To be eligible for FMLA benefits, an employee must:

- ~ have worked for the Kelso School District for a total of 12 months; and
- ~ have worked at least 1,250 hours over the previous 12 months

FMLA entitles eligible employees to twelve workweeks of leave in a 12-month period for the birth of a child and to care for the newborn child. If you are eligible and opt to use your FMLA benefits it would begin the day after your maternity leave ends. The twelve workweeks (60 days) will encompass scheduled work days only. Weekends, holidays and non-work days are not part of your FMLA benefit time.

What are the other benefits of FMLA?

FMLA protects your current insurance benefits; this means that the Kelso School District will continue to pay your employer covered benefits while you are on FMLA even if you use all of your accrued leave and your time off is uncompensated. You will continue to be responsible for the "out-of-pocket" portion of your employee benefits.

What if I want to stay home with my baby for longer than the 6 weeks of maternity leave and 12 weeks of FMLA (for eligible employees)?

A personal leave of absence may be available for those individuals who would like to take additional UNPAID leave. If you want to apply for a personal leave of absence you would want to submit a request in writing to the attention of Jenae Gomes, Human Resources Executive Director.

If I have a medical reason to take time off prior to my due date, how does this affect my maternity leave?

You will begin using your accrued leave days the first day you are out as sick days; however, your 6 week maternity leave will not begin until the day after you actually deliver your baby.

What happens if I run out of accrued leave days before my maternity leave and/or FMLA Leave is over?

If you run out of accrued leave, the Human Resources Department will process a contract adjustment subtracting any uncompensated days from your base contract.

A normal delivery does not qualify for leave sharing as determined by RCW 41.04.665.

If you are a part time employee and therefore not FMLA eligible you will also be responsible for the "employer" portion of any benefits you have selected.

How do the insurance premiums for my district benefits get paid while I'm on maternity leave if I have used all my accrued leave?

If you are not FMLA eligible then you will be responsible for both the employee and employer portion or your benefits if you are in an "uncompensated status". If this is the case you have the option of choosing which benefits you would like to continue. You will need to communicate your choice with the Human Resources Department and the entire premium for each selection will be deducted from your monthly check until you return to work. If you are not longer receiving a monthly check then you will need to self-pay your premium on or before the 15th of each month.

How does Short Term Disability work?

As employees of Kelso School District you have the option of purchasing voluntary short term disability insurance through Sun Life Financial. If you have short term disability insurance, the district will file their portion of your claim form when your baby is born. You are responsible for ensuring that the employee and physician portion of the claim form are complete and mailed directly to Sun Life Financial.

What do I need to do when my baby is born?

Please call the Human Resources Department within 5 days of your baby's birth so that the dates of your maternity leave can be adjusted. This will allow us to complete a maternity letter reviewing any leave, FMLA & short term disability information as it pertains to you.

I'm off during the summer months. If my baby is born in the summer and my 6 weeks is not up when school starts, how does this affect my maternity leave?

Your maternity leave begins the day after you have your baby regardless of whether your baby is born on a workday or not. The Washington State Department of Labor & Industries defines the 6 week maternity leave period as a disability period for recovery from childbirth. As such the maternity leave is continuous for 6 weeks. If you are still within your 6 week maternity leave period when school starts, you would remain out of work due to maternity leave. If you are eligible for FMLA you would be able to use that time starting the first contracted work day of the new school year. If you are not eligible for FMLA, you are expected to return to work at the end of your maternity leave.

Hopefully this information will answer some of your questions. If you have any additional questions, please contact the Human Resources Department as follows:

If you work at one of following locations please contact Jill Kaufman, Human Resources Administrative Assistant at 360-501-1945:

Catlin Elementary	Maintenance
Wallace Elementary	Food Service
Huntington Middle School	
Kelso High School	
Loowit High School	

If you work at one of following locations please contact Kelsey Thompson, Human Resources Administrative Assistant at 360-501-1917:

Barnes Elementary	Coweeman Middle School
Beacon Hill Elementary	Transportation
Butler Acres Elementary	District Office
Carrolls Elementary	
Rose Valley Elementary	

This document is for general informational purposes only. Each employee will work with their Human Resources contact as their individual situation may vary from the examples mentioned in this document.

WHAT DOES “JUST CAUSE” MEAN?

The concept of “just cause” requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of “just cause” over the years, including, but not limited to the following tests:

1. Did the employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
2. Was the employer's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
3. Did the employer, before administering 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. Was the employer's investigation conducted fairly and objectively?
5. At the investigation, was evidence or proof that the employee was at fault?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the employer 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 or her service with the employer?

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