

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

KELSO SCHOOL DISTRICT

AND

KELSO EDUCATION ASSOCIATION

JULY 1, 2021 – JUNE 30, 2025

**July 1, 2021 – June 30, 2025**

**DURATION**

This agreement shall be in effective as of July 1, 2021 and shall continue in effect until the 30<sup>th</sup> day of June, 2025. Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the contract expiration date of June 30, 2025.

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.

The 2021 - 2025 Teacher Evaluation Process (TPEP) contract between the Kelso School District and the Kelso Education Association is a part of the 2021 – 2025 Collective Bargaining Agreement (CBA) between the KSD and the KEA.

KELSO SCHOOL DISTRICT NO. 458

KELSO EDUCATION ASSOCIATION

  
Superintendent

  
President

Date  
7-7-21

Date  
7-7-21

**Kelso School District Bargaining Team:**

1. Holly Budge, Director, Human Resources (Lead)
2. Scott Westlund, Executive Director, Business & Operations
3. Mary Beth Tack, Superintendent, Kelso School District
4. Stefanie House, HR Manager, Human Resources

**Kelso Education Association Bargaining Team:**

1. Robert Gustin, KEA President (Lead)
2. Sandy DeBruler, KEA Vice President
3. Kelly Sims, KEA Treasurer
4. Kelli Stewart, KEA Secretary

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## **ARTICLE I**

## **RECOGNITIONS AND AGREEMENTS**

### **A. Preamble**

This agreement is entered into this 1st day of July 2021 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.

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 and the Association will share the expense of printing 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.
4. Electronic discovery and/or monitoring may be used to investigate facts directly related to a specific complaint or allegation.

#### **F. Due Process**

1. No employee shall be disciplined or adversely affected without just/sufficient cause. (See Appendix H). 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 nonrenewal, 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. Kelso School District seniority is established by the Kelso School Board hire date.
8. When state seniority and the Kelso School District seniority are equal then District hire date for provisional certificated employee will be the next determining factor, if seniority and hire dates 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. Kelso School District seniority is established by the Kelso School Board hire date.
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<sup>th</sup> 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 non-renewed 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

#### Section 1: Administration

##### A. Purpose

The purpose of the following grievance procedure shall be to provide a hierarchical structure for presenting and settling workplace disputes. A determined effort shall be made to settle any such differences at the lowest possible level in the grievance procedure.

##### B. Definitions

A "**grievant**" shall mean an employee (or employees) having a grievance, or the Association having a grievance.

"**Grievance**" shall mean a claim by a grievant that there has been an alleged violation, misinterpretation, or misapplication of the Agreement (CBA), or state law, or a violation of official Board policy.

"**Party of Interest**" is the person, or persons, making the claim and any person who might be required to take action, or against whom action might be taken in order to resolve the claim.

"**Days**" shall mean employee work days, except as otherwise indicated. Unless otherwise mutually agreed, grievance timelines will be suspended outside of the employee contract year.

##### C. Rights to Representation

A grievant may be represented at all stages of the grievance procedure by himself/herself, and at his/her option, by a representative selected by the employee. Any adjustment of such a grievance shall not be inconsistent with the terms of this Agreement.

##### D. Time Limits

If the stipulated time limits are not met by the Employer at one level, the grievant shall have the right to appeal the grievance to the next level of the procedure. If the stipulated time limits are not met by the grievant, the grievance shall be deemed waived. Time limits provided in this Agreement may be extended by mutual agreement when signed by the interested parties or by email agreement.

#### Section 2: Procedures (Informal and Formal Steps)

##### Informal Step (required before formal steps)

The parties agree that it is desirable for problems to be resolved between the employee and his/her immediate supervisor. Consequently, the KEA and the KSD agree that an informal meeting to attempt to settle the grievance will be held before the Formal Step One grievance is filed. The grievant must have written documentation (like an email exchange or a signed



statement) indicating that a discussion took place between the grievant and building (or district) administration where the contract violation was identified. The administrator has five (5) working days to respond to the employee. Failure to do so will automatically result in formal grievance proceedings, if the employee chooses to do so. Additionally, when the parties do not arrive at a mutually acceptable outcome, formal grievance steps can/will follow.

## **Formal Grievance Procedures**

### **A. Step One**

Within thirty (30) days of the date an alleged grievance occurs, the grievant must present the grievance in writing to the immediately involved administrator (Step One Grievance Form A), who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The administrator shall provide the grievant and the Association with a written answer to the grievance together with the reasons for the decision within five (5) days after the meeting (Step One Grievance Form B).

### **B. Step Two - Superintendent**

If the grievant is not satisfied with the result of her/his grievance at Level I, or if no decision has been rendered within five (5) days after presentation of the grievance, the grievance may be referred to the Superintendent or his/her official designee (Step Two Grievance Form A). This must be done within fifteen (15) days after the grievant's receipt of the administrator's answer/decision at Step One (1). The Superintendent shall arrange for a hearing with the grievant and/or the Association, to take place within five (5) days of his/her receipt of the appeal.

The parties shall have the right to include in the meeting such witnesses and counselors as they deem necessary to develop facts pertinent to the grievance. Each party shall pay for its own witnesses. Upon conclusion of the meeting, the Superintendent or designee will have five (5) days to provide a written decision, together with the reasons for the decision to the Association and grievant, (Step Two Grievance Form B).

### **C. Step Three – Binding Arbitration**

If the grievance is not settled at Step Two, the grievant may, within fifteen (15) days after receipt of the Superintendent's or designee's answer on Step Three, Form B, request in writing that the Association submit his/her grievance to arbitration (Step Three Arbitration Grievance Form).

#### **Selection of the Arbiter by the American Arbitration Association**

Either party may request the services of the American Arbitration Association. The arbiter shall be selected by the American Arbitration Association in accord with its rules.

### **D. Arbitration Rules of Procedure**

Arbitration proceedings shall be in accordance with the following:

1. The arbiter shall have no power to alter, add to, or subtract from the terms of this Agreement. He/she shall hear and accept pertinent evidence submitted by both

parties and shall be empowered to request such data as the arbiter deems pertinent to the grievance and should render a decision in writing to both parties upon the completion of the arbitration hearing and report. Neither party shall be permitted to assert in the arbitration proceedings any evidence which change the issues submitted at Step Two. Upon request of either party, the merits of a grievance and the arbitrability issues arising in connection with that grievance shall be consolidated for hearing before an arbiter; provided the arbiter shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance. Upon request of either party, the arbitrability of the grievance shall be determined by the arbiter.

2. The arbiter shall issue a decision in writing on the issue presented for arbitration which decision shall be final and binding on both parties.
3. The arbiter shall rule only based on information presented in the hearing and shall refuse to receive any information after the hearing except when there is mutual agreement in the presence of both parties.
4. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard. Such testimony shall be limited to the matters set forth in the written statement of grievance. The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written, shall be confined to and directed at the matters set forth in the grievance.
5. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.
6. The costs for the services of the arbiter, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room, will be shared equally by the Employer and the Association. All other costs will be borne by the party incurring them.

The total cost of the stenographic record (if requested) will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic costs.

### **Section 3: Binding Effect of Award**

All decisions arrived at under the provisions of this grievance procedure, by the representatives of the Employer and the Association, or the arbiter, shall be final and binding upon both parties; provided, however, in arriving at such decisions neither of the parties nor the arbiter shall have the authority to alter this Agreement in whole or in part.

**Section 4: Exceptions to Time Limits**

The time limits set forth in this grievance procedure may be extended by mutual written agreement.

**Section 5: No Reprisals or Harassment**

No reprisals of any kind will be taken by the Board or the school administration against any teacher because of his/her participation in any grievance. There will be no harassment of Board members, administrator(s), or grievant(s) during the processing of a grievance or thereafter.

**Section 6: Information for Grievance Processing**

The employer will furnish the Association information relating to the processing of any grievance.

**Section 7: Continuity of Grievance**

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

**Section 8: Association Testimony**

No member of the bargaining unit may testify against another member of the bargaining unit in a grievance or arbitration hearing, nor may a member of the bargaining unit be present as a representative of management at such hearings. However, a bargaining unit member may be called as a witness to fact, by either party.

**Section 9: Cooperation of Board and Administration**

The Board and Administration will cooperate with the Association in its investigation of any grievance; and further, will furnish the Association such information as is required for the processing of any grievance. Requests for information shall be in writing and submitted by the Association president or designee.

**Section 10: Release Time**

Should the investigation or processing of any grievance require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits if the investigation cannot be done at another time.

**Section 11: Personnel Files**

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant(s). 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.

**Section 12: Grievance Forms**

Forms for filing grievances are part of this CBA.

## **B. Probation**

The district will follow the procedures set forth in RCW Chapter 28A.405 when it is necessary to place an employee on probation. Section 10: Probation in Teacher Evaluation Process (TPEP document, page 14)

## **C. Personnel Files - Permanent**

1. There is only one official file within the District. That file is the District personnel file. 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. 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, building 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 and 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 building 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 day of every trimester, 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 January, April, 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 viewing this information in the Skyward Employee Access Time Off tab. 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

All leave cash out will be evaluated prior to any action in accordance with relevant RCW's and WAC guidelines.

- 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 or move/convert the days/time to his/her established VEBA account.
- 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, or leave of service (profession or the state of Washington) the employee (or employee's beneficiary/estate in the case of death) 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/Washington Family Leave ("FM" or WA Family Leave law code)

Employees that are participating in FMLA, FLA, Leave sharing, and/or PFML must meet with Human Resource office to ensure qualifying and compliance determination.

- 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 run concurrently with 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/FLA, 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."
- h. Washington Paid Family Leave will be provided according to all regulations and offer the greatest benefit(s) to employees. The District will comply with provisions of the law when administering leave under Washington PFML. Paid Family Medical Leave premiums will be split fifty/fifty between employee and employer.

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, grandchildren 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 Leave ("L" code)

Employees with zero-three (0-3) years within the district, shall be granted two (2) days per year for personal leave. Employees starting their fourth (4<sup>th</sup>) year or beyond in the Kelso School District shall be granted three (3) days per year for personal leave. Personal leave is subject to the following restrictions:

- a. a one (1) day notice will be given, if possible;
- b. any unused personal 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 1<sup>st</sup> semester would receive only one (1) personal business day and employees hired after the 3<sup>rd</sup> 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 by obtaining approval from both your immediate supervisor and the Superintendent or designee at least forty eight (48) hours in advance.

### C. Compensated Leaves - Not Deducted - Non-Cumulative

#### 1. Bereavement ("B" code)

- a. Death in the immediate family (five (5) days maximum per incident) which can be taken throughout the academic year for bereavement as needed by the employee. This leave will be provided in event of the death of a member of the immediate family of the employee.

For purposes of this section only, immediate family shall include parent, spouse, domestic partner\*, child, brother, sister, grandchild (including in-law and step relationships) grandparent, uncle, aunt, nephew, niece, cousin, of the employee, guardian, ward, and dependents living in the household.

- b. In the event of the death of a colleague or student in a school where the employee works, the employee may use up to seven and a half hours to attend a funeral or memorial service.
- c. Exceptions to this provisions contained in this section may be granted upon submission of the request to the Superintendent (or designee) - Nonstandard request

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

Upon request, leave may be granted when necessary for serious illness in the immediate family in order to provide care for someone who is dependent upon the employee for medical support 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 twenty six (26), 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.

**Serious emergency illness (emergency) is when you believe a severe injury or illness is threatening the health or may cause permanent harm to your family member.**

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. Employee wishing to return after a leave of absence must inform the District of their intentions on or before March 1<sup>st</sup>.

- e. 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.

## E. Parental Leave Sharing

Employees who are sick or temporarily disabled because of pregnancy disability or for the purpose of parental leave to bond with the employees newborn, adoptive, or foster child shall have access to the leave sharing program. Donations will be solicited and managed in the same manner as leave sharing for health concerns.

- a. "Parental leave" means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care while on FMLA/FLA.

- b. "Pregnancy disability" means pregnancy-related medical condition or miscarriage.
- c. An employee is not required to exhaust all annual leave in order to access leave sharing, and may maintain up to twenty-two and one half (22.5) hours of annual leave in reserve. Upon return all remaining shared leave will be returned.

**Requests for parental leave sharing will be made to the Human Resources Director (or designee) and will include documentation verifying the birth, adoption, or fostering of a child.**



## **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.
4. The school principal and staff shall confer at least annually to develop and/or review student conduct standards and the uniform enforcement of those standards as related to the established student handbook. Confer will be defined as "meeting to review and revise the building discipline policies, which will be mutually agreed upon through a consensus process facilitated by the school principal." Depending on the size of the building staff, the principal may elect to confer with the entire staff or with grade-level or department representatives selected by the staff. RCW 28A.600.040, RCW 28A.400.110, and Kelso School Board policy 3200.
5. Teachers of students with a criminal past or violent behavior will be aware of a student's violent or criminal behavior in order to safeguard themselves and their students.

## 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 (or designee) 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.

Voluntary transfer for provisional employees will be limited. Effort will be made to keep provisional employees in one school and within one grade level of original placement unless requested by provisional employee.

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. Employees may be transferred involuntarily due to reasons which may include, but not limited to, changing enrollment in a building or program, changes in boundaries, closure of schools, changing in staffing ratios, or the reduction or addition of a special program.
6. Employees who are involuntarily transferred due to shifts in enrollment or program reductions to other assignments (either within a building or to another building) will be given the opportunity the following year to return to the school from which they were transferred before the position is internally posted if they qualify for vacancies that occur – (based upon the required certification standards for the opening).
7. Employees who desire a transfer or reassignment should make a request in writing (on or before February 15th), which shall be kept on file by the District through June 30th. (Transfer requests need to be submitted each school year an employee is requesting a transfer. The requests do not carry forward from one year to the next). Prior to public disclosure, the District shall notify each unsuccessful in-District applicant for transfer or reassignment that the position has been filled.
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, 11.25 hours of pay at per diem for paid moving time. If the employee is involuntarily transferred or re-assigned to another building, that employee will receive 11.25 hours of per diem for paid moving time.
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. Employees that give the district (HR) early notification on or before January 15 of their retirement into the Washington Teacher retirement system (DRS) will receive an additional three days (22.5 hours) of per diem at the end of their contracted time. This time will be used at the building level.
11. 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 Elementary Classes. Any elementary employee who is requested to cover students from another class, due to substitute shortages, shall be paid for his/her preparation period at his or her hourly per diem rate (similar to the HS/MS rate). This will be calculated at a 1.5 hour rate.
3. 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.
4. Special Education Classes. If there are no classified substitutes available and a paraeducator is pulled to cover another special education class (es). That special education teacher shall be paid for his/her preparation period at his or her hourly per diem rate (similar to the HS/MS rate). This will be calculated at a 1 hour rate.
5. All employees in the bargaining unit including TOSA and instructional coaches will 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 11<sup>th</sup> day of the school year for all schools.
2. By the 20<sup>th</sup> day of each term.
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 workload, the following shall be considered too large:

1.

Grade Level	Year 1 (2021-22)	Year 2 (2022-23)	Year 3 (2023-24)	Year 4 (2024-25)
K-1	23	22	21	21
2-3	25	24	24	24
4	26	26	25	25
5	28	27	26	26

2. A grade 6 -8 teacher load for five class period(s) in excess of 150 students per teacher (1:30).
  3. A grade 9-12 teacher load for four class period(s) in excess of 120 students per teacher (1:30).
  4. A 6-8 PE teacher load for five class period(s) in excess of 175 students per teacher (1:35).
  5. A 9-12 PE teacher load for four class period(s) in excess of 140 students per teacher (1:35).
  6. A grade K-5 KVA teacher load shall not exceed twenty-eight (28) students per teacher or seven (7) students per a .25 FTE.
  7. A grade 6-8 KVA teacher load shall not exceed thirty (30) students per teacher or six (6) students per .20 FTE.
  8. A 9-12 KVA teacher load shall not exceed twenty-eight (28) full-time students or a headcount of 40 enrolled students per teacher or seven (7) students per .25 FTE.
2. Special Education, Title I, CTE/vocational and secondary music classes are not included in the above average.
  3. For purposes of determining workload, "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 11<sup>th</sup> day of the school year, or the 20<sup>th</sup> day of each term, 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 11<sup>th</sup> day of the school year, or on the 20<sup>th</sup> day of each term 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 previously indicated staffing levels and one hundred fifty (150) students for grades 6-8 and one hundred twenty (120) students for grades 9-12 shall be in effect\*:
  - a. 30 hours of instructional assistant time per student, per trimester/quarter;
  - b. 3 days substitute time per student, per trimester/quarter to be used in school or other district facility;
  - c. \$300 per student per quarter/\$400 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.
10. If the District is aware of violent or criminal behavior in a student background/history that information will be provided to those working directly with the student when the student is enrolled. A staffing to discuss possible concerns should take place within the first two weeks of enrollment.

#### **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

Parent teacher conferences will be viewed as a professional responsibility. Attendance is mandatory.

- 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. Middle School Parent –Teacher Conferences - Upon mutual agreement between school administration and staff P/T conferences may be held in any configuration as long as parent needs are being met. These shall happen two times a year.

- c. High School Parent- Teacher Conferences – Upon mutual agreement between school administration and staff P/T conferences may be held in any configuration as long as parent needs are being met. These shall happen three times a year.
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. Teacher Enrichment Days

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

Staff new to the district will also have three (3) per diem days in addition to the above Professional Responsibility Compensation, for district orientation purposes. Attendance at these days is required.

There is an expectation that all certified staff be in attendance on Teacher Enrichment Days. Exceptions to this requirement Bereavement, Jury Duty and Medical emergencies\*.

In the event that a KEA member is unable to attend a District Directed Enrichment Day (due to illness, an accident, or bereavement), he/she shall inform HR of the circumstances and then work with the member's administrator to make up the training/time in order to receive pay. It is the member's responsibility to arrange for and acquire the information or training that was provided.

- Medical emergencies will be defined as an emergency room visit. Family emergencies will be similar – Serious family illness "X" will be leave recorded.

## **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 informed 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.
4. An employee shall be able to leave the job site immediately after the student day on any day: (1) to attend classes; (2) to attend conferences or meetings; (3) to take care of medical appointments or legal problems; (4) to take care of any emergency situation.
5. 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.
6. On the day preceding Thanksgiving Break, Winter Break and Spring Break, Summer Break elementary school and secondary school staff will be dismissed when students

are dismissed. These are still full pay days and leave would be a full day.

7. In the spring of each school year, the Kelso Education Association 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.
8. 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.
9. 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.

	Elementary	Middle School	High School
Arrival Time	8:15am	7:30 am	7:30 am
Release Time	3:45 pm	3:00 pm	3:00 pm
Total Hours	7.50	7.50	7.50

#### **G. Planning Time**

1. Every Elementary employee shall have planning time within the student school week. This period of time for every Elementary employee shall be thirty (30) consecutive minutes no less than three (3) times per week and no less than 180 minutes per week. None of this time shall be used to supervise students. Changes to this language must be mutually agreed between employee and administration.
2. Secondary (6-12) employees shall have one preparation period within the work day as exists currently.

#### **H. Dues and Deductions**

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. 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 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. 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 any time 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, additional 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 based on their schedule and building assignment in relation to 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.

Credits/Clock hours must be obtained/recorded on or before October 1<sup>st</sup> in order to count for advancement in the current school year.

For any school year, the salary placement indicated in the teacher's employment contract is binding and irrevocable on both the District and the individual teacher for that school year if no objection to the salary placement is raised in writing by either the District or the teacher on or before November 1 of the school year. If notification is received prior to November 1 and an adjustment to the salary placement is warranted, retro-active payment shall be made for the current year only.

12. Increments and column changes will be granted as appropriate and completed for the November payroll period.
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 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 the Implicit Price Deflator (IPD) calculated amount from state legislation (pass through) amount.
- 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.
- 19. The Kelso School District will pass through a 2.00% pay increase for the 2021-2022 school year. Every cell will receive a 2.00% increase.

20. Salary Increase 2021 – 2025

Year 1 (2021-22)	Year 2 (2022-23)	Year 3 (2023-24)	Year 4 (2024-25)
2% IPD	IPD + .5%	IPD + .5%	IPD + .5%

**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.**
2. If, the District is out of compliance in permissive benefits, the parties agree to reopen negotiations under Article VI.
3. An employee assistance plan will be maintained for all employees in this collective bargaining agreement.
4. State Industrial/Workers' Compensation -- See Article III, Section B, 7.
5. Sick Leave Cash out -- See Article III, Section B, 1.
6. The District shall pay the full portion of the state funded allocation rate to the School Employee Benefit Board (SEBB) for the insurance program as adopted in the statewide collective bargaining agreement for all employees who meet the eligibility requirements.

### **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 Leave Replacement 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  $1/(\text{base contract number of days})$  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  $1/(\text{base contract number of days})$  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 by June 30<sup>th</sup> in which reimbursement is requested and classes have been taken. 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 in or on before June 30<sup>th</sup> for current school year (July 1 – June 30) to the Human Resource Office.
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. 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 for the prior year of credit/clock hours.

## **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 monthly.
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 payday 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 March 31<sup>st</sup>.
  - 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 Collective Bargaining 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 each school year. *See Appendix J*
  - b. Substitute "day" shall be defined as a calendar day. This definition applies to letters c – g.
  - c. 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.
  - d. 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.
  - e. 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.
  - f. 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.
  - g. 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 1<sup>st</sup> of first trimester and/or February 20<sup>th</sup> 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.
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 an extra period, either one-fifth (1/5) or one-sixth (1/6) extra salary shall be paid based on their building schedule and building assignment.
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: 2021-2022 Salary Schedule  
Appendix B: Co-Curricular Salary Schedule  
Appendix C: 2021-2022 School Calendar  
Appendix D: Perpetual Calendar  
Appendix E: 2021-2022 Early Release Schedule  
Appendix F: Process for Open Certificated Positions  
Appendix G: Protocol: Vacancy, Reassignment and Transfer  
Appendix H: Just Cause & Progressive Discipline  
Appendix I: Conformity to Law  
Appendix J: Substitute Rates  
Appendix K: Special Education Topics  
Appendix L: Grievance Forms

**KELSO SCHOOL DISTRICT**  
**2021-22 K-12 Salary Allocation Schedule for Certificated Instructional Staff**  
**185 DAYS**

STEP	BASE	Grade 1 BA+0	Grade 2 BA+15	Grade 3 BA+30	Grade 4 BA+45	Grade 5 BA+90	Grade 6 BA+135	Grade 7 MA+0	Grade 8 MA+45	Grade 9 MA+90	STEP
0	\$ 48,879	\$ 48,879	\$ 50,199	\$ 51,566	\$ 52,937	\$ 57,336	\$ 60,169	\$ 58,601	\$ 63,000	\$ 65,836	0
1		\$ 49,536	\$ 50,875	\$ 52,260	\$ 53,691	\$ 58,136	\$ 60,954	\$ 59,252	\$ 63,697	\$ 66,513	1
2		\$ 50,163	\$ 51,515	\$ 52,915	\$ 54,456	\$ 58,887	\$ 61,735	\$ 59,909	\$ 64,339	\$ 67,187	2
3		\$ 50,809	\$ 52,174	\$ 53,589	\$ 55,179	\$ 59,603	\$ 62,518	\$ 60,530	\$ 64,951	\$ 67,869	3
4		\$ 51,443	\$ 52,866	\$ 54,290	\$ 55,936	\$ 60,386	\$ 63,323	\$ 61,182	\$ 65,631	\$ 68,570	4
5		\$ 52,097	\$ 53,528	\$ 54,966	\$ 56,703	\$ 61,136	\$ 64,132	\$ 61,844	\$ 66,278	\$ 69,274	5
6		\$ 52,770	\$ 54,170	\$ 55,656	\$ 57,480	\$ 61,891	\$ 64,903	\$ 62,523	\$ 66,935	\$ 69,945	6
7		\$ 53,951	\$ 55,373	\$ 56,878	\$ 58,801	\$ 63,278	\$ 66,373	\$ 63,794	\$ 68,270	\$ 71,367	7
8		\$ 55,682	\$ 57,179	\$ 58,722	\$ 60,804	\$ 65,342	\$ 68,550	\$ 65,795	\$ 70,334	\$ 73,542	8
9			\$ 59,053	\$ 60,670	\$ 62,827	\$ 67,471	\$ 70,788	\$ 67,818	\$ 72,464	\$ 75,782	9
10				\$ 62,642	\$ 64,955	\$ 69,660	\$ 73,089	\$ 69,947	\$ 74,653	\$ 78,080	10
11					\$ 67,144	\$ 71,952	\$ 75,449	\$ 72,137	\$ 76,946	\$ 80,441	11
12					\$ 69,265	\$ 74,306	\$ 77,908	\$ 74,413	\$ 79,299	\$ 82,902	12
13						\$ 76,719	\$ 80,426	\$ 76,769	\$ 81,710	\$ 85,418	13
14						\$ 79,140	\$ 83,040	\$ 79,194	\$ 84,291	\$ 88,033	14
15						\$ 81,200	\$ 85,201	\$ 81,252	\$ 86,482	\$ 90,321	15
16						\$ 82,823	\$ 86,903	\$ 82,877	\$ 88,212	\$ 92,127	16
17+						\$ 83,651	\$ 88,207	\$ 83,705	\$ 89,094	\$ 93,512	17+
25+										\$ 94,441	25+

**Kelso School District  
2021-22 Kelso High School  
Co - Curricular Salary Schedule**

<b>HIGH SCHOOL CO-CURRICULAR</b>	<b>21-22 Salary</b>	
Advisor - Assistant Drama (per production - 5 maximum per year)	\$ 780.10	
Advisor - Class Related Club (Spanish, Science, Russian, French, Japanese, IRC)	\$ 648.76	
Advisor - Concessions	\$ 3,617.92	
Advisor - Debate & Speech	\$ 2,344.29	
Advisor - DECA	\$ 2,344.29	
Advisor - Diversified Occupations	\$ 1,428.86	
Advisor - Drama (per production - 5 maximum per year)	\$ 2,344.29	
Advisor - FBLA	\$ 1,428.86	
Advisor - FCCLA Club	\$ 2,344.29	
Advisor - FFA (Middle School/High School)	\$ 2,344.29	
Advisor - FHA	\$ 2,344.29	
Advisor - Freshman Class	\$ 971.15	
Advisor - HCA	\$ 2,344.29	
Advisor - Honor Society	\$ 1,436.82	
Advisor - Junior Class	\$ 1,428.86	
Advisor - Knowledge Bowl	\$ 2,344.29	
Advisor - Leadership	\$ 2,802.00	
Advisor - Pep Club	\$ 2,141.30	
Advisor - Photography Club	\$ 1,436.82	
Advisor - Publications/Newspaper	\$ 2,802.00	
Advisor - Publications/Yearbook	\$ 2,802.00	
Advisor - Senior Class	\$ 2,344.29	
Advisor - Sophomore Class	\$ 1,428.86	
Advisor - Special Interest Club (as approved by KHS ASB and Board of Directors)	\$ 441.79	
Advisor - Student Store	\$ 2,344.29	
Advisor - Varsity K	\$ 1,428.86	
Advisor - VICA (as approved by KHS ASB and Board of Directors)	\$ 1,428.86	



**Kelso School District  
2021-22 Kelso High School  
Co - Curricular Salary Schedule**

<b>HIGH SCHOOL CO-CURRICULAR</b>	<b>21-22 Salary</b>	
Department Head - Art	\$2,575.14	
Department Head - Counseling	\$2,575.14	
Department Head - Foreign Language	\$2,575.14	
Department Head Business Ed	\$ 2,575.14	
Department Head Family & Consumer Sciences	\$ 2,575.14	
Department Head Language Arts	\$ 3,032.85	
Department Head Math	\$ 3,032.85	
Department Head PE	\$ 2,575.14	
Department Head Science	\$ 2,804.04	
Department Head Social Studies	\$ 2,804.04	
Department Head Special Education	\$ 3,902.11	
Department Head Technology	\$ 2,804.04	
Director - Band	\$ 4,402.01	
Director - Intramurals	\$ 2,344.29	
Director - Jazz Choir	\$ 1,655.73	
Director - Orchestra	\$ 2,575.14	
Director - Stage Band	\$ 1,655.73	
Director - Vocal	\$ 2,575.14	
Assistant Director Marching Band	\$ 4,354.20	
Director - Percussion Ensemble	\$ 1,100.50	
Director - Pep Band	\$ 1,959.22	
Director - Marching Band	\$ 6,489.86	
Machinery Maintenance (maximum 5)	\$ 971.16	
Youth Work Experience	\$ 2,344.29	
Credit Retrieval Program (Teachers, Specialists, Coordinators)	Per Diem	
ESY (Teachers, Specialists, Coordinators)	Per Diem	
Fitness Center Supervision (Miscellaneous Timesheet)	Per Diem	

**Kelso School District  
2021-22 Middle School and Elementary School  
Co - Curricular Salary Schedule**

MIDDLE SCHOOL CO-CURRICULAR	21-22 Salary
Advisor - ASB	\$1,886.57
Advisor - Class Related Club (Library,Foreign Language,Pep,Service Clubs,Computer)	\$648.76
Advisor - Diversity	\$971.15
Advisor - Drama	\$1,428.86
Advisor - FHA	\$971.15
Advisor - Honor Society	\$971.15
Advisor - Publications	\$1,886.57
Advisor - Special Interest Club (as approved by MS ASB & Board of Directors)	\$441.79
Advisor - Stage Dramatics (Per Production)	\$457.71
Advisor - Student Store	\$1,198.01
Athletic Coordinator	\$5,962.21
Department Head (6 per building)	\$2,113.44
Director - Band	\$2,344.29
Director - Intramurals (2)	\$2,344.29
Director - Orchestra	\$2,344.29
Director - Single Intramurals Program	\$4,632.85
Director - Vocal	\$2,344.29
Intramurals (11 modules per building)	\$740.30
LAP Program Coordinator (1 per building)	\$2,977.12
Machinery Maintenance (maximum 2)	\$971.15
Navigation 101 Coordinator	\$1,846.77
ELEMENTARY SCHOOL CO-CURRICULAR	21-22 Salary
Administration of Intramurals	\$398.01
Intramurals (18 modules/bldg except RV & Carrolls - 9/bldg) (20 hrs/module)	\$740.31
LAP Program Coordinator	\$2,977.12
School Patrol	\$1,198.02

**Kelso School District  
2021-22 - "Other"  
Co - Curricular Salary Schedule**

<b>OTHER CO-CURRICULAR</b>	<b>21-22 Salary</b>	
Small Elementary School Building Technology Coordinator	\$ 2,463.69	
Elementary Building Technology Coordinator	\$ 3,395.04	
Large Elementary Building Technology Coordinator	\$ 6,539.32	
Middle School Building Technology Coordinator	\$ 6,539.32	
High School Building Technology Coordinator	\$ 10,201.04	
Committee Hours (Per Hour)	\$ 29.48	
Curriculum (Per Hour)	\$ 39.80	
Principal Designee (Per Day)	\$ 55.72	
Outdoor School Coordinator	\$ 1,301.50	
Outdoor School Coordinator (overnight Cispus)	\$ 3,717.43	
Outdoor School Health Service Provider (Per Day)	\$ 163.47	
Outdoor School Teacher (3 nights)	\$ 688.56	
Outdoor School Teacher (Per Day)	\$ 163.47	
Program Implementation Assistant	\$ 2,977.12	
Crisis Prevention (CPI) Trainer	\$ 5,574.15	
Voc Advisor - State Competition (Per Day)	\$ 79.60	
Special Ed Test Coordinators @ the Elementary Level	\$ 370.15	
Special Ed Test Coordinators @ the Secondary Level	\$ 740.30	
Test Coordinators	\$ 740.30	
COVERING CLASSES DURING PREP PERIOD (Per Hour)	Per Diem	

**KELSO SCHOOL DISTRICT NO. 458**  
**2021/22 STAFF SCHOOL CALENDAR**

**AUGUST 2021**

	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				

**SEPTEMBER 2021**

			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		

**OCTOBER 2021**

					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 2021**

	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				

**DECEMBER 2021**

			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	

**JANUARY 2022**

						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 2022**

			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						

**MARCH 2022**

			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 2022**

					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

**MAY 2022**

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				

**JUNE 2022**

			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		

**JULY 2022**

					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						

**STUDENT FIRST AND LAST DAY OF SCHOOL:**

September 1 – Student First Day  
 June 17 – Student Last Day

**GRADUATION:**

June 11

**CERTIFICATED EMPLOYEE ORIENTATION:**

August 11-13 (New Employees Only)

**DISTRICT DIRECTED CERTIFICATED REQUIRED DAYS:**

August 24  
 August 25  
 August 26  
 October 8 (In-Service)  
 March 11 (In-Service)

**DISTRICT DIRECTED PARAEDUCATOR REQUIRED DAY:**

August 24

**WEDNESDAY EARLY DISMISSAL:**

Elementary 1:55pm; Secondary 1:00pm

**EARLY DISMISSAL:**

November 24 (Secondary), December 17, 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 6– Labor Day  
 October 8– In-Service Day  
 November 11 – Veteran's Day  
 November 12– Non-School Day  
 November 22-24 - Elementary\* P/T Conferences  
 November 25-26– Thanksgiving  
 November 29 – Trimester Break  
 December 20-December 31– Winter Break  
 January 17– Martin Luther King Day  
 January 31 – Semester Break  
 February 21 – President's Day  
 March 11 – In-Service Day  
 March 14– Trimester Break  
 April 4-8– Spring Break  
 May 30– Memorial Day

**TRIMESTERS END:**

November 24, March 10

**SEMESTER ENDS:**

January 28

**MAKE-UP DATES:**

November 29, January 31, March 14 and End of School Year

**KELSO SCHOOL DISTRICT NO. 458**  
**2021/22 WALLACE STAFF SCHOOL CALENDAR**

**AUGUST 2021**

	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				

**SEPTEMBER 2021**

			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		

**OCTOBER 2021**

					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 2021**

	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				

**DECEMBER 2021**

			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	

**JANUARY 2022**

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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**FEBRUARY 2022**

			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						

**MARCH 2022**

			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 2022**

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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

**MAY 2022**

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				

**JUNE 2022**

			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		

**JULY 2022**

						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							

**STUDENT FIRST AND LAST DAY OF SCHOOL:**

August 18 – Student First Day  
 June 28 - Student Last Day

**GRADUATION:**

June 11

**CERTIFICATED EMPLOYEE ORIENTATION:**

August 11-13 (New Employees Only)

**DISTRICT DIRECTED CERTIFICATED REQUIRED DAYS:**

August 17  
 August 23  
 August 24  
 October 8 (In-Service)  
 March 11 (In-Service)

**DISTRICT DIRECTED PARAEDUCATOR REQUIRED DAY:**

August 24

**WEDNESDAY EARLY DISMISSAL:**

Elementary 1:55pm; Secondary 1:00pm

**EARLY DISMISSAL:**

November 24 (Secondary), December 17, 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 6– Labor Day  
 October 8– In-Service Day  
 October 11-15 – Intersession #1  
 November 11 – Veteran's Day  
 November 12– Non-School Day  
 November 22-24 - Elementary\* P/T Conferences  
 November 25-26– Thanksgiving  
 December 20-December 31– Winter Break  
 January 17– Martin Luther King Day  
 February 21 – President's Day  
 February 22-25 – Intersession #2  
 March 11– In-Service Day  
 April 4-8– Spring Break  
 May 30– Memorial Day  
 May 31-June 3 – Intersession #3

**TRIMESTERS END:**

November 24, March 10

**MAKE-UP DATES:**

Mondays in June, End of School Year

**KELSO SCHOOL DISTRICT  
PERPETUAL CALENDAR**

**C. School 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 Wednesday before 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) – Wednesday and Thursday before the first full week that school begins; the day before the first instructional day in the beginning of the school year; 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

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  
Revised: October 9, 2018

2021-2022

# Wednesday Early Release & State Inservice Days

	Elementary	Middle School	High School
<b>September</b>	1 Teacher (8) School 15 District 22 Teacher (29) School	1 Teacher (8) School 15 District 22 Teacher (29) School	1 Teacher (8) School 15 District 22 Teacher (29) School
<b>October</b>	6 Teacher (8) State Inservice Day (13) School 20 Teacher 27 District	6 Teacher (8) State Inservice Day (13) School (20) School 27 Teacher	6 Teacher (8) State Inservice Day (13) Conferences 20 School 27 Teacher
<b>November</b>	(3) School 10 Teacher 17 Teacher <del>22-24</del> Conferences	<del>3</del> Conference 10 Teacher (17) School <del>24</del> Early Release	(3) School 10 Teacher 17 Teacher <del>24</del> Early Release
<b>December</b>	1 Teacher (8) School 15 Teacher	1 Teacher (8) School 15 Teacher	1 Teacher (8) School 15 Teacher
<b>January</b>	(5) School 12 Teacher 19 Teacher 26 District	(5) School 12 Teacher 19 District 26 Teacher	(5) School 12 Teacher (19) Conferences 26 District
<b>February</b>	(2) School 9 Teacher (16) School 23 Teacher	2 Teacher (9) School 16 Teacher (23) School	(2) School 9 Teacher (16) School 23 Teacher
<b>March</b>	(2) School 9 Teacher (11) State Inservice Day (16) School 23 District 30 Teacher	2 District 9 Teacher (11) State Inservice Day (16) School 23 Teacher <del>30</del> Conferences	2 District 9 Teacher (11) State Inservice Day 16 Teacher (23) School 30 Teacher
<b>April</b>	13 Teacher (20) School 27 Teacher	13 Teacher (20) School 27 Teacher	13 Teacher (20) Conferences (27) School
<b>May</b>	(4) School 11 Teacher (18) School 25 Teacher	(4) School 11 Teacher (18) School 25 Teacher	(4) School 11 Teacher (18) School 25 Teacher
<b>June</b>	1 Teacher (8) School 15 Teacher	1 Teacher (8) School 15 Teacher	(1) School 8 Teacher 15 Teacher
	Teacher = 20 School = 14 District = 4 Inservice = 2	Teacher = 19 School = 14 District = 3 Inservice = 2 Conferences = 2	Teacher = 19 School = 13 District = 3 Inservice = 2 Conferences = 3



## Process for Open Certificated Positions

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- Openings for where no transfer requests have been made prior to February 15 will be posted by school/grade for a minimum 5 business day posting window
- Internal email is sent out to KSD teaching staff
- Internal email will state exact openings by school/grade
- Internal candidates apply online by initiating an application online and uploading a cover letter (internal candidates do not have to complete the application in its entirety)
- External candidates apply online by completing the entire application
- Internal candidates that have applied online will be given first consideration for openings in District. "First consideration" in this section is defined as follows...
  - Internal candidates will be offered an abbreviated interview process with the building administrator
  - Internal candidates will be interviewed PRIOR to external candidate interviews
  - Internal candidates not selected for the position will be notified by the building administrator with specific reasons for not being selected
- For openings that materialize after May 15 internal candidates that apply will be considered simultaneously with external applicants

## 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 Human Resources Director, preferably by February 15<sup>th</sup> which will be kept on file by the District through June 30<sup>th</sup>. (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<sup>th</sup> 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 position the District will post the vacancy. District personnel who apply for any vacancy shall receive first consideration, provided their credentials, preparation, and personal qualifications equal or excel those of candidates outside the District.
3. Administration retains the authority to directly accept/request 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<sup>th</sup> which result in a vacancy will not be reviewed for transfer requests 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.
7. If employees' certification is the same, then the employee who entered the currently assigned building last (first day of work in the building) will be the first to be transferred to another building unless that employee is on a professional growth plan or is on probation.
8. When multiple employees with the same certification start work in a building on the same day, then the employee who was hired last (as determined by the Kelso School Board hire date) will be the first to be transferred to another assignment (either within the building or to another building) unless that employee is on a professional growth plan or is on probation.
9. The Director of Human Resources (or designee) will survey employees (using the *intent to return* form) as to their plans regarding returning to the District the following year. This will be done by February 1<sup>st</sup>.
10. A K-5 teacher involuntarily changing assignments shall be allowed 11.25 hours of paid time (at the curriculum rate) to prepare for the new assignment. A 6-12 teacher involuntarily changing assignments to a discipline they have never taught before shall be allowed 11.25 hours of paid time (at the curriculum rate) to prepare for the out of endorsement assignment. All hours shall be submitted by the end of the first trimester each year.

## **Just Cause & Progressive Discipline**

### **Just Cause**

The term just cause refers to a standard of reasonableness used to evaluate a person's actions in a given set of circumstances. The concept of just cause requires that there be a fundamental fairness in decisions related to the discipline and discharge of employees. Accordingly, if a person acts with just cause, his or her actions are based on reasonable grounds and committed in good faith. Over the years, the opinions of arbitrators in discipline cases have established a set of guidelines (or criteria) to be applied to the facts of each case, commonly known as the Seven Tests of Just Cause.

1. Reasonable Rule or Work Order. Is the employer's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
2. Notice. Did the employer give the employee adequate notice of the work rule or performance standard and the possible consequences of the failure to comply?
3. Sufficient Investigation. Did the employer, before making a decision about administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule of order of management.
4. Fair investigation. Was the employer's investigation conducted fairly and objectively?
5. Proof. During your investigation, did the employer find proof of misconduct or of a performance discrepancy?
6. Equal treatment. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Appropriate Discipline. Was the degree of discipline administered by the employer in this 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?

### **Progressive Discipline**

Progressive discipline is designed to provide a structured corrective action process to prevent the recurrence of employees failing to comply with a reasonable rule, work order, or performance standard. Any disciplinary action taken against the 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: steps may be skipped or combined, depending on the facts of each situation and the nature of the offense.

1. Verbal warning
  2. Written reprimand (building-level email or letter giving direction)
  3. Written admonishment (district-level formal letter that is signed by the employee)
  4. Suspension with pay and suspension without pay
  5. Termination
- There may be occasions where an employee is placed on paid administrative leave while an investigation occurs. Paid administrative leave (suspension with pay) is not punitive.

## Conformity to Law

KSD and the KEA agree to follow the Constitution and the laws of the State of Washington. The following (1 and 2) are examples of RCWs (laws) that the KSD and the KEA agree upon and recognize as providing safe and optimum-working environments for students and teachers alike. They are included here to help provide clarity to Article I, Section C, Number 1.

1. A student who has been reported to have committed an offense under RCW 28A.600.460 by attempting to initiate harmful or offensive contact toward a teacher (RCW 9A.36/assault), achieves such contact (RCW 9A.36/battery), or threatens to make such contact (RCW 9A.46/harassment) shall not be assigned to the teacher's classroom for the duration of the student's attendance at that school or any other school where that teacher is assigned, upon the request of the aforementioned abused/offended teacher.
2. RCW 28A.600.020 states that "Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action.

In no event without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two days, or until the principal or his or her designee and the teacher have conferred."

In compliance with and support of RCW 28A.600.020 and Kelso School Board policies 3200 and 3241, "Confer" means that the teacher has had the opportunity to provide input on a plan for disciplining the student, that the teacher's input has received full administrative consideration, and the administrator's discipline decision was discussed with the teacher and is mutually acceptable to the administrator and to the teacher before the student returns to the teacher's classroom.



## 2021-22 Salary Schedule for Certificated Substitute Teachers

### 7.5 Hr School Day

<b>\$190.00</b>		Beginning Day 1	Hourly =	<b>\$25.33</b>
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### 7.5 Hr School Day with no prep (Elementary School Only)

Step 1	1 hour = Add'l \$23.33, 30 minutes = Add'l \$11.67
Step 2	1 hour = Add'l \$25.33, 30 minutes = Add'l \$12.67

### 7.5 Hr School Day including 6th Period (Middle School Only)

Step 1	<b>\$204.17</b>	$\$175.00/6 = \$29.17 + \$175.00$
Step 2	<b>\$221.67</b>	$\$190.00/6 = \$31.67 + \$190.00$

### 7.5 Hr School Day including 5th Period (Kelso High School Only)

Step 1	<b>\$210.00</b>	$\$175.00/5 = \$35.00 + \$175.00$
Step 2	<b>\$228.00</b>	$\$190.00/5 = \$38.00 + \$190.00$

\*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.

\*\*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.

- **Substitutes are required to work a full day (7.5 hours) on Wednesday Early Release Days** -

## Special Education

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The purpose of this appendix is to address some topics within Special Education.

1. A Special Programs Advisory Committee will be formed and meet at least three times a year. The purpose of the Kelso Special Programs Advisory Committee is to improve the educational opportunities for students with disabilities by working as partners in a collaborative relationship with staff, parents, and community members.

### Committee Outcomes

- The Construction of a Special Programs Strategic Plan and corresponding program goals.
  - A monthly review and analysis of program data.
  - Participation in the development of priorities and strategies for meeting the needs of children identified with disabilities.
  - Reviewing the policies and procedures for the provision of special education and related services.
  - Developing and distributing a Kelso Special Education Handbook which will include practices, program descriptions, complaint processes, Classified and Certificated substitute shortage protocols, etc.
2. A pool of up to forty days of substitute/release time will be at the direction and discretion of the Special Education Director for the support of Special Education teaching staff (not to include school psychologists) to provide coverage for the following purposes: meetings which can include but would not be limited to roving substitutes, time to conduct team meetings for Individual Education Plans (IEP), Behavior Intervention Plans (BIPS), Functional Behavioral Assessments (BIP) and any related services.
  3. A Special Education Handbook (which will include practices, program descriptions, complaint processes, Classified and Certificated substitute shortage protocols, etc.) will be created and provided to staff. This will include input from the Special Education Advisory Committee and be updated annually.
  4. Kelso School District school psychologists will be provided with ten (10) flex days per school year to complete paperwork at an alternative district location.
  5. Special Education Teacher Case Management Thresholds:

Pre-K	1:15
K-12 Resource	1:30
K-12 Moderate	1:15
K-12 Significant	1:15
K-12 SLC	1:15

Special Education Teachers will be paid \$125.00 per managed case over the threshold, to be paid following the end of each Trimester (3 times per school year). Payments will be made in January, April, and August.

**STEP ONE GRIEVANCE FORM A**  
**Formal Written Grievance Presentation**

(To be completed by employee or the Kelso Education Association and submitted to the immediately involved administrator who will arrange for a meeting to take place within ten (10) days after receipt of grievance: Form A).

Employee \_\_\_\_\_

Date \_\_\_\_\_

Date of Informal Step \_\_\_\_\_

Association President or Designee \_\_\_\_\_

School \_\_\_\_\_ Administrator \_\_\_\_\_

Statement of grievance:

(Please include: facts on which the grievance is based, reference to the specific terms and date(s) of the Agreement which have been violated, and issues involved. Specify the article, section, and number of the CBA which has not been followed).

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Remedy sought:

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\_\_\_\_\_  
Signature of Employee or Association President or Designee

\_\_\_\_\_  
Date

**STEP ONE GRIEVANCE FORM B**  
**Administrator's Written Response**

The immediately involved administrator shall provide the employee and the Association with a written answer to the grievance together with the reasons for the decision within five (5) days after the meeting.

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Date of the Meeting\_\_\_\_\_

Date of the Decision\_\_\_\_\_

\_\_\_\_\_  
Signature of Administrator

Employee's Response: (To be completed by employee within fifteen (15) days of the decision.)

\_\_\_\_\_ I accept the above decision of the principal (or another administrator)

\_\_\_\_\_ I hereby refer the above decision to the Association for appeal to the Superintendent

\_\_\_\_\_  
Signature of Employee or Association President or Designee

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

**STEP TWO GRIEVANCE FORM A**  
**Employee/Association's Written Notification of Appeal**

In accordance with Step One of the Grievance Procedure, the Kelso Education Association hereby notifies you that the Step One Grievance is being appealed to the Superintendent.

\_\_\_\_\_  
Date of Written Notification

\_\_\_\_\_  
Signature of Employee or KEA President or Designee

Employee \_\_\_\_\_

School \_\_\_\_\_ Administrator \_\_\_\_\_

Statement of Grievance:

(Please include: facts on which the grievance is based, reference to the specific terms of the Agreement which have been violated, and the issues involved. Specify the article, section, and number of the CBA which has not been followed).

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Remedy Sought:

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**STEP TWO GRIEVANCE FORM B**  
**Superintendent/Designee's Written Response**

The Superintendent or designee shall provide the employee and the Association with a written answer to the grievance together with the reasons for the decision within five (5) days after the meeting.

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DATE OF DECISION: \_\_\_\_\_  
\_\_\_\_\_

Signature of Superintendent or Designee

EMPLOYEE'S RESPONSE: (To be completed by employee within fifteen (15) days of the decision.)

\_\_\_\_ Employee and/or Association accept the above decision of the Superintendent or designee.

\_\_\_\_ Employee and/or Association hereby appeal, through the Association, for binding arbitration in compliance with Step Two.

\_\_\_\_\_  
Signature of Employee or Association President or Designee

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



**STEP THREE GRIEVANCE FORM**  
**Association President's Written Response**

To be completed by the Association President within fifteen (15) days after receipt of the Superintendent's Step-two decision.

Employee or Association Grievance \_\_\_\_\_

The Kelso Education Association has determined that the step two disposition of the above grievance is not adequate and will be submitted to binding arbitration.

\_\_\_\_\_  
Signature of Association President

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

Received by the Superintendent or Designee \_\_\_\_\_

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

## Receiving Document

Date \_\_\_\_\_

I have received service of notice for \_\_\_\_\_ on behalf of

the Kelso Education Association,

as submitted to Superintendent \_\_\_\_\_ of the Kelso School

District by method of personal delivery, during normal business hours on

\_\_\_\_\_.

This document was hand delivered by:

\_\_\_\_\_

\_\_\_\_\_  
Signature of receiving agent:

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

\_\_\_\_\_  
Time:



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