COLLECTIVE BARGAINING AGREEMENT

by and between

KETTLE FALLS EDUCATION ASSOCIATION

and the

KETTLE FALLS SCHOOL DISTRICT NO. 212

September 1, 2019 - August 31, 2022
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PREAMBLE

This document is an Agreement between the Kettle Falls School District Board of Directors, and the Kettle Falls Education Association, which is affiliated with the Washington Education Association and the National Education Association. The hours, wages, terms, and conditions of employment contained herein have been bargained and agreed to in accordance with the provisions of RCW 41.59, the Educational Employment Relations Act. All terms and conditions negotiated in this contract are retroactive from September 1, 2017 and will stay in full force and effect until August 31, 2021.
ARTICLE I - BUSINESS ITEMS

Section 1 - Recognition

The Board recognizes the Association as the sole and exclusive bargaining representative for all employees, hereinafter referred to as employees, included in the bargaining unit as described hereof:

A. All District certificated employees, excluding superintendent and principals, or program directors (if mutually agreed upon between the District and the Association), who hold valid contracts, comprise this bargaining unit and are subject to the terms of this Agreement. Program directors that are excluded at this time include: 1) Special Education Director and 2) Title I and other Grants Director. Substitute employees that have 20 consecutive days or 30 non-consecutive within the last twelve months also are recognized as part of the bargaining unit.

B. Substitutes will not have any benefits of this agreement other than stated here. Substitute employees with 20 consecutive days are subject to the following benefits of the contract: pay according to the salary schedule, retirement as required by TRS; FICA and L&I; seniority will not accrue. (2008)

Section 2 - Conformity to Law

This Agreement shall be governed and construed according to the constitution and laws of the state of Washington. If any provision of this Agreement is held to be invalid by the courts of the state of Washington or United States, such provision shall have effect only to the extent permitted by law and the remainder of the Agreement shall remain in full force and effect for the duration of this Agreement.

Section 3 - Maintenance of Standards

All conditions of employment as outlined in the contract, including teaching hours, extra compensation for duties outside the regular teaching hours, preparation and relief periods where applicable, leaves, and general benefits shall be maintained at not less than the standards in effect in the District at the time this Agreement is signed.
The District agrees to flow through to its certificated employees any money the state gives to KFSD that relates to salary or benefits. For the 2019-2020 school year, 1% to be added to all cells on the 2018-2019 salary schedule in addition to the IPD.

**Section 4 - Printing/Distribution**

A. Within fourteen (14) days following the ratification of this Agreement the Association will prepare a print-ready copy.

B. After both sides have had an opportunity to proof the copy the Association will print the Agreement. Both sides will share the cost of printing.

C. Five (5) copies of the Agreement shall be provided to the District within fourteen (14) days of the completion of the proofing process.

D. The Association will be responsible for distribution to current staff. Each individual invited for a personal interview for a certificated position shall be provided with an opportunity to review this Agreement at the time of the personal interview.

**Section 5 - Status of the Agreement**

A. Any individual contract between the District and an employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

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

C. This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District, which shall be contrary to or inconsistent with its terms.
Section 6 - Individual Contract

A. Individual contracts for employees shall be issued no later than June 1, and shall be returned by June 20. After a signed contract is returned, an employee shall be granted a release from contract until August 1; after August 1, an employee may be granted a release from contract when personal and/or professional circumstances so warrant. It is understood that the Superintendent is to be advised in writing at the time that the employee becomes seriously interested in a professional or personal change that will require a release. Each release request is to be handled in an expeditious manner by the Superintendent and the Board of Directors.

B. Two (2) copies of the Certified Employees Contract, each signed by the Superintendent or a designee of the Board of Directors, shall be provided to the employee. One (1) copy is to be retained by the employee at the time of signing. The second copy is to be returned on or before the return date stated in the contract.

C. The length of the individual contract for 1.000 FTE shall be 180 days unless the legislature reduces the amount of days funded. If the legislature reduces the number of days the individual contract and pay will be reduced accordingly. If funding is not provided from the state, the work year will revert to 180 days.

D. Any increase in the number of contract days shall be in the form of a supplemental contract approved by the Board of Directors.

E. Except as stated elsewhere in the Agreement, the supplemental contract for an increase in the number of contract days shall be paid on the basis of the employee's actual per diem pay.

F. Advisors for SPI approved vocational education student activities approved by Board of Directors shall be paid on a per diem pay of each advisor's actual pay. It is the right of the Board of Directors to set the length of the supplementary contracts.

Each advisor shall complete and submit district required reports that account for the total allocated days set forth in his/her supplemental contract.

G. Supplemental stipends are one-year only contracts. (2018)

The District will present a list of all supplemental stipend positions and amounts to the Kettle Falls Education Association President by September 15th of each school year.

If no certificated staff apply, positions can be listed and filled with a non-certificated employee. Non-certificated employees, if performing satisfactorily, would have right of
first refusal if the position receives funding in a succeeding year. Should a position become open, certificated employees would be given preference in filling such an opening.

1. College in High School Adjunct Instructors:
   (2015)
   Certificated staff serving as adjunct instructors for “college in the high school” programs (e.g., Central Washington University – Cornerstone, or Eastern Washington University) shall receive a stipend at the end of each college grading period. The grading periods are set by the sponsoring university, but typically coincide with KFSD trimester grade periods.

   For each class taught by an instructor, the stipend will be whichever is the greater amount, $300 per unique class or $45 per student for those enrolled in a given college grading period.

   Examples:
   Teacher K is an instructor for three unique college classes BCT 111, BCT 121 and BCT 131. College student enrollment for each class respectively is 3, 7, and 2. At $45 per student one stipend figure is $540. At $300 per unique class the stipend calculation is $900. Therefore, Teacher K receives the larger amount $900 stipend.

   Teacher N has two sections of BCT 221. College student enrollments is 8 students and 10 students. At $45 per student a possible stipend is $810. This is the larger amount compared to the $300 per unique class.

2. CVA Program:
   (2015)
   CVA Head Teacher will have a workload that is less than the workload assigned to regular CVA teachers. Compensation for the CVA Head Teacher will be an extended contract of twenty (20) days. (2015)

3. Student Overloads:
   a) The CVA Head Teacher will report the head count of CVA teachers to the District monthly. At the semester, the report will list stipend amounts due CVA staff with student overloads.

   b) Students over 190 “head count” are considered an overload for CVA staff contracted at 1.0 FTE. CVA staff members contracted at less than 1.0 FTE will receive prorated overload amounts. The maximum overload for a CVA staff member contracted at 1.0 FTE will be set at a head count of 239 students.

   c) Overload stipend $160 per average head count overload per semester
i. Semester 1 – head counts for November, December and January (2017)

ii. Semester 2 – head counts for March, April and May

Example:
CVA Head Teacher and CVA Secretary provide report that shows Teacher K with these head counts.

<table>
<thead>
<tr>
<th>Month</th>
<th>Head Count</th>
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<tr>
<td>Sept.</td>
<td>159</td>
</tr>
<tr>
<td>Oct.</td>
<td>207</td>
</tr>
<tr>
<td>Nov.</td>
<td>210</td>
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<tr>
<td>Dec.</td>
<td>210</td>
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<tr>
<td>Jan.</td>
<td>216</td>
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Three month average for Teacher K is 209, that is a 19 head count overload.
Overload stipend is $160 x 19 = $3040

iii. Due to the changing nature of virtual schools, the numbers identifying overloads should be renegotiated on a year-by-year basis.

iv. In addition to a stipend the CVA Head Teacher may recommend the hiring of a paraprofessional to help deal with and grade increased student-submitted work.

H. The District shall advise employees in writing by not later than May 15 if the employee's supplementary contract is not renewed for the next school year. Without notification, the employee will expect the same supplemental contract at the start of the next school year.
ARTICLE II - ASSOCIATION AND DISTRICT RIGHTS

Section 1 - District Policy Applications/Administration

A. School Board policies that are related to the hours, wages, terms, and conditions of employment contained in this Agreement and that are consistent with the terms and conditions of this Agreement shall be equally and consistently applied throughout the District.

B. Concerns about application/administration of policy that is related to the specific terms and conditions of this Agreement are subject to the grievance procedure.

C. All other concerns about application/administration of policy are subject to the "complaint procedure" set forth in this Agreement. These types of concerns are not subject to the grievance procedure.

Section 2 - Employer's Rights and Responsibilities

It is understood and agreed that with the exception of the expressed provisions of the Collective Bargaining Agreement, the Board retains all rights and responsibilities that have been granted or imposed on it by law, practice, custom, or rules and regulations of federal, state, county, and all other regulatory agencies.

Section 3 - District/Citizens' Advisory Committees

A. The principal shall ask for teacher volunteers to serve on District committees including but not limited to study committees and citizen's advisory committees.

B. The Association shall have the opportunity and option to appoint a representative to participate on any such committee as defined herein above.
Section 4 - Dues Collection (2018)

Upon receipt from the employee of the WEA Membership Enrollment form, signed by the employee, the District is hereby authorized to deduct from the salary of the employee those items for which the District, through this Agreement, is authorized to make deductions. If the employee does not sign a WEA Membership Enrollment form, dues will not be deducted from the employee’s paycheck until such form is signed and returned to the District.

A. Upon receipt of a written Dues Deduction Authorization and assignment from a bargaining unit employee, the District shall make the appropriate payroll deduction as certified by the president of the Association and shall transmit the monthly dues to the designated officer of the Association. Any change in the rate of membership dues shall require at least thirty (30) days written notice to the Superintendent's office.

B. It is understood and agreed that this dues deduction system is for the collection of dues only. Employees who wish to revoke this Dues Deduction Authorization may do so only upon written notice to the Washington Education Association.

Section 5 - Communications/Facilities

A. Inter school mail facilities, electronic mail, district computers and bulletin boards may be used for distribution of Association communications, so long as such communications are labeled as Association materials and do not constitute an unfair labor practice.

B. School facilities and equipment may be used for Association business at reasonable times provided that such business shall not interfere with the normal school operations.

C. Application for the use of school buildings shall be placed with the building principal. Charges for use of facilities may be made in accordance with the regular schedule of charges made to public groups. The Association shall be responsible for damage resulting from their use of facilities and equipment.

D. The principal is to consult with the employee prior to scheduling activities in the employee's classroom during non school hours during the school year. The employee is to receive advance notice whenever such activities are scheduled in his/her classroom.

E. The Board agrees to provide the Association any information needed to assist them in processing grievances, and analyzing budget proposals, provided such information is not of a confidential nature.
F. The Board Meeting agenda will contain as its first item under New Business, any matters requested by the Association after providing two days prior notification to the Superintendent. (2008)

**Section 6 - Performance of Contractual Obligation**

The Association agrees only during the terms of this Agreement not to participate nor encourage participation in any strike, work stoppage or slowdown, and further agrees not to observe any picket lines at school properties.

**Section 7 - Rights and Responsibilities**

A. The provisions of this Agreement shall be applied without regard to domicile, race, creed, color, religion, national origin, age, sex, marital status, or the presence of any sensory, mental, or physical handicap, except as required in accordance with this Agreement or as otherwise provided by law.

B. The Association and the District will cooperate to assure compliance with District policies and nondiscrimination laws. Employees shall comply with all District policies, rules, regulations and the requirements of all statutory laws and administrative codes.

C. An employee has the right, upon his/her request, to have a representative from the Association and/or counsel present when formally being reprimanded, warned in writing, disciplined, or adversely affected. All information forming the basis of any formal reprimand, written warning, discipline or adverse effect shall be made available to the employee.

D. Employees shall be responsible for the supervision of school property and for the supervision of students under school related circumstances. The employee's position shall not be privileged as to his responsibility for statements which are libelous, slanderous, or which in any way violates the civil rights of others.

E. Employees shall care for and be responsible for instructional materials and equipment and shall promptly report damage, loss, theft of equipment, furniture or fixtures to his/her supervisor.

F. The Board hereby agrees that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership
in the Association, his/her participation in any legal activities of the Association, or collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or condition of employment.

G. Employee Information and New Employee Meetings:

1. Upon request, the District shall provide the Association a roster of all employees.

2. The Association shall be able to meet with new employees thirty (30) days after their hire date for a minimum of sixty (60) minutes during regular work hours so long as classroom coverage does not have to be provided by the district/building.
ARTICLE III - BENEFITS

Section 1 - Salary Payment

A. Salary benefits for certificated staff represented by the bargaining unit are based on the negotiated KFSD Salary Schedule. The KFSD Salary Schedule shall determine salary even in the event of a reduction in the number of days below 180 by the state legislature.

B. Salary warrants shall be issued on the final business day of the month.

C. All compensation owed to a teacher who is leaving the District shall, upon request, be paid to the teacher within thirty (30) days after the final day of employment provided that funds are available.

Section 2 - Insurance Benefits

The language in A, and C below will be in effect until December 31, 2019. On January 1, 2020 the SEBB language below will replace this expired language. Item B shall remain in the contract for the duration of this agreement.

A. Health benefits for certificated staff represented by the bargaining unit are paid at the net amount allocated by the state. The District will pay the full amount per member per month required by the Health Care Authority for retiree benefits. (2014)

B. The District agrees that the $150,000 death benefit passed by the 1999 Washington State legislature shall be provided to the estate of all teachers who are killed in the line of duty while employed by the District.

C. For the 2019-2020 school year, the District will fund the “Medical Insurance Pool” of $7,000 to supplement the health benefit amount paid to bargaining unit members. Because of these changes in school employee medical benefits, insurance pools will not exist after the 2019-2020 school year. As of December 31st, 2019, any unallocated insurance pool funds, including the unallocated portion of the $7,000 shall be distributed equally into VEBA accounts established for all bargaining unit members.
Section 3 - Payroll Deductions

A. The District agrees to deduct from the salaries of its regular employees, as requested by the employee, regular Association dues and assessments, and premiums for District approved insurance programs. Requests for deductions of Association dues or insurance premiums shall be made in writing and transmitted to the School District business office within the first thirty (30) days of the school year. The Association will indemnify, defend and hold the District harmless against any claim made, and against any suit instituted against the District on account of payroll deductions authorized by the Association.

B. The Association agrees to refund to the employee any amounts paid to it in error.

Section 4 - Staff Protection

The Board agrees and is required by applicable laws to provide the employees with general liability coverage. The Board shall provide insurance in accordance with applicable laws to reimburse employees for replacement of any clothing or other personal property damaged or destroyed while engaged in enforcing discipline, protecting a student or employee or themselves from attack by a student.

Section 5 - Certificated Transportation Reimbursement

When acting in accordance with assigned duties, transportation reimbursement for the use of his/her personal car by an employee shall be at the State rate provided that district transportation and car-pooling were not available. (2008)

Section 6 - "Cafeteria" Style Benefits Plan (IRS 125)

A "cafeteria" style benefits plan (IRS 125) will be made available to employees. The Association will be allowed to provide input into the selection of the provider.

Section 7 - Employee Transportation Cost
For those certificated employees whose work assignments are split between various buildings, the District will provide a monthly stipend of $20 per month ($180 per year). The stipend covers a portion of the transportation cost incurred by the employee.

**Section 8 - National Board Certification**

Teachers who attempt the National Board Certification or enroll in an administrative certification program at the end of their first year of the program will receive up to $1,000 of documented cost reimbursement. If fewer than six (6) people request reimbursement to begin National Board Certification, than the remaining pool of money will be available to those pursuing renewal. Teachers over the first five are first in line for the following year. (2017)

**Section 9 - Retirement Bonus**

(2018)
Early retirement notification on or before February 1 will result in a bonus of $2,000 for that employee.

If after February 1, employees that are involuntarily transferred and notify the district within five (5) working days of their intent to retire at the end of that school year, will only receive a $1,000 bonus.

**Section 10 - SEBB: School Employee Insurance Benefits**

Beginning January 1, 2020, and each year thereafter, the employer agrees to provide the insurance plans, follow employee eligibility rules and provide funding for all bargaining unit members and their dependents as required by State Law, the State Operating Budget, and the School Employees’ Benefits Board (SEBB). Inclusive of employer funding will be payment of the retiree carve-out for all eligible employees.

The employer agrees to provide timely information about SEBB insurance plans to eligible employees during the school year (as required or recommended by SEBB) and at each open enrollment period.
The employer agrees to follow SEBB eligibility rules for employees who are anticipated to work 630 hours or more per school year. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits. For purposes of benefits provided under SEBB, a school year shall mean September through August. The effective date of coverage is the first day of the month following the day they begin work, unless other circumstances apply per SEBB rules.

Basic benefits include medical, dental, vision, long-term disability and group life insurance. Employees may select optional benefits at their own expense. Employees shall be able to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and the Dependent Care Assistance Program (DCAP).

Benefit Termination: Any employee terminating employment (including retirees) shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where separation occurs after completion of the employee’s full contract obligation (i.e. the end of the school/work year), benefit coverage will continue through August 31 of that year.

In the event that any unforeseen changes, that are subject to bargaining, regarding SEBB occur during the duration of this agreement, the parties agree to bargain the impact.

Should any contract language be found not to be allowed under State law and/or SEBB rules, State law and SEBB rules shall govern.
ARTICLE IV - TERMS AND CONDITIONS OF EMPLOYMENT

Section 1 - Controversial Topics

A. The District believes that controversial issues are a part of the District's instructional program when related to subject matter in a given grade level or specific curricular field. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of students.

B. In the presentation of all controversial issues, every effort will be made to affect a balance of biases, divergent points of view, and opportunity for exploration by the students into all sides of the issue.

C. In discussing controversial issues, the employee will encourage students to express their own views, assuring that it be done in a manner that gives due respect to one another's rights and opinions. When discussing controversial issues, the employee will respect positions other than his own. Students will be encouraged, after class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.

Section 2 - Assignment, Vacancies, Promotion, and Transfer

A. Definitions:

1. Assignment – the grade level and/or subject areas or classes to be taught.

2. Reassignment – change of assignment within the building under the same building administrator. Reassignment is not considered a transfer of any type.

3. Position – a state of employment in which specific duties require a certificated person.

4. Seniority – in regard to transfer and reassignment, is based on years of experience within a building or assignment, then on seniority within the District.

5. Transfer – when an employee has been assigned to teach in another building within the school district.

6. Vacancy – a position or class offering that does not have a current staff member assigned to it.
7. Opening – only relates to the condition that more certificated employees are added to the district-wide total.

a) Examples that constitute an addition to the district-wide total include:

i. A resignation that is replaced from outside the district through the opening process.

ii. A brand new job that increases the number of certified teachers.

b) Examples that do not constitute an addition to the district-wide total include:

i. New assignments after a resignation that is not replaced.

ii. New assignments at the beginning of the school year.

iii. New assignments when work load conditions changes.

8. Situations that do not constitute an opening will be considered reassignments as long as such reassignments do not place the employee in another building with a different administrator. The District will make reassignments based on the efficient operation of the district and taking into account continuity of program. For this reason, reassignments shall be kept to a minimum and used in case of genuine need. School closure shall be a reassignment and not a transfer even if an employee’s new assignment is in a different building. (2014)

9. Voluntary Transfer/reassignment – request for transfer/reassignment initiated by the employee and agreed to by the District.

10. Involuntary Transfer - exists when an employee has been assigned to teach in another building within the school district except school building closure

B. General Provisions: To assure that pupils are taught by employees working within their areas of competence, employees shall not be assigned, except in accordance with the regulations of the State Board of Education, to subjects, grades and/or other classes outside their teaching certificates and/or their major fields of study or qualification in specialty areas, unless the provisions of layoff and recall procedures require otherwise. Employees shall be notified in writing as soon as possible of any changes in their programs and schedules for the ensuing school year, including teaching programs, assignments, and special assignments.
C. Voluntary Transfer/Reassignment: In the determination of assignments and transfers, the convenience and work of the employee shall be considered to the extent that these considerations do not conflict with the educational program. As to the employees who desire a transfer or reassignment, the following procedure shall be used:

1. Employment of any new employee for a specific position shall not be made until all those employees who have a pending request for transfer or reassignment to that position have been considered.

2. At least thirty (30) days prior to the beginning of the school year, the Superintendent or his/her designee shall notify, in writing and by personal conference, each employee whose request for transfer or reassignment was not granted and the reason(s) for not granting the request. Part time staff do not have a right for preferential hiring to increase their contract and will only be considered for transfer or vacancies that match or decrease their contracted time. To assure that employees are given consideration in filling any vacancies or newly created positions which occur at any time within the District, the following procedures shall be used:

   a) All vacancies and new positions including summer school and extracurricular activities shall be publicized to the staff and Association through a written notice and shall be posted in each school and office and a copy sent to the Association's president and secretary, as far in advance of the date of the opening of any vacancy or new position as possible.

   b) Said notice of vacancy or new position shall clearly state procedures and timeline and to whom the request for transfer is to be submitted.

   c) All vacancies or new positions shall be filled on the basis of qualifications for the teaching position. Seniority will be a factor of consideration to the extent that such consideration does not conflict with the educational program of the District, as well as state and federal teacher qualification guidelines. (2008)

   d) Before out-of-district hiring can occur, the District shall fill vacancies and new positions with their present teaching staff, provided that such actions do not conflict with the educational program of the District.

D. Involuntary Transfer:

1. Each transfer will be considered on its own merits and will be made in keeping with the best interests of the instructional program of the District. Such involuntary transfers will not be made in a capricious or arbitrary manner.
2. In the event an employee is to be transferred all employees will be asked to volunteer prior to anyone being involuntarily transferred.

   If no one volunteers, the employee to be transferred shall be given first consideration for any current vacancies before postings are open for general transfer.

3. At least ten (10) days written notice will be given to the employee who is to be transferred; however, notice may be waived by the District in case of emergency. The involuntary transfer will be made only after a meeting between the employee and the superintendent or his designee, at which time the employee will be notified of the reason(s) for the transfer.

4. Involuntary transfers may occur between elementary and middle school, middle school and high school. Only after consideration of all possible options would a transfer between the elementary school and high school occur.

5. Any employee assigned outside his or her endorsed area shall be provided, at District expense, training to the level of state endorsement as specified by WAC 180-82-110.

6. The affected employee whose transfer is for 0.5 FTE or more will be given a choice of five (5) release days before or during the school year or five (5) days with per diem pay, or a combination of those two options, in order to relocate and prepare for a new assignment. An affected employee whose transfer is for less than 0.5 FTE will receive a choice of two and a half (2.5) release days or two and a half (2.5) days with per diem pay, or a combination of those two options, in order to relocate and prepare for a new assignment. (2017)

7. No individual will be transferred involuntarily more than once in any three (3) consecutive years.

8. Employees who are transferred will be given priority to return to the building and/or curricular area from which they were transferred for three (3) years following the transfer year, if an opening for which they are qualified becomes available.

Section 3 - Employee Work Year

A. The calendar for each school year is made a part of this Agreement. A calendar committee is established annually to create the district school calendar. The committee will consist of Kettle Falls School District Superintendent or designee, Kettle Falls Education
Association (KFEA) President or his/her designee and the Public School Employees (PSE) President or his/her designee. The calendar will be created using the following guidelines:

(2017)

1. The work year shall be one hundred eighty (180) days or the number of days set by the legislature.

2. The First Day of School:
   i. The first day of school will depend on the early or late date of Labor Day.
   
      ii. The first day of school refers to the day that the teachers start.
   
      iii. If Labor Day falls on or before September 4, the start day will be after Labor Day.
   
      iv. If Labor Day falls after September 4, the start day will be before Labor Day.

      v. If after Labor Day, the Tuesday after Labor Day will be the first day, if before Labor Day, the first day will be the Monday before Labor Day.

3. Winter Break will be scheduled within the Christmas and New Year season and have a minimum of twelve (12) days.

4. Spring Break will be the first full week in April and will last five (5) school days.

5. President’s Day weekend will be scheduled to be a four (4) day weekend with the Friday before as a snow make-up day.

6. All staff will be notified of these scheduled work days no later than March 31st.

B. There shall be no deviations from or change in the school calendar except by mutual agreement of the Board, KFEA and PSE or emergency closure; which could extend the school year.

C. When mutual agreement cannot be reached as in the paragraph above, it is mutually agreed that when State Apportionment funds are jeopardized, the Board may adjust the school calendar.

D. Employees will participate in a mandatory full day of employee orientation/staff development and shall be provided with one (1) additional day of per diem pay or one (1) additional personal leave day or with other compensation agreed to by the District and the Association. This day will be the week day and non-holiday before students arrive.
Choosing to not come to this day will cost the certified member to lose a personal day and if no personal leave is available then a sick day will be deducted. (2017)

KFSD may schedule two additional days before the start of the school year for staff development (per 2017 agreement). Attendance on these days shall not be mandatory. Compensation will be one (1) additional day of per diem pay or one (1) additional personal leave day for each day attended. Certificated members may not accumulate more than five (5) personal leave days (2018)

E. In the event the District requests the employee to work additional days, the request shall be made in writing. It shall be the sole discretion of the employee to accept or not accept the request. When accepted, the rate of pay shall be at the employee's per diem rate shown on the individual contract for the school year during which the work is performed.

Optional professional development training days offered by the Kettle Falls school district occurring outside the regular school day or year will be paid at no less than $150.00 per day. (2017)

When a KFEA member is required to stay overnight for supervision of students, they will be paid $200.00 per diem. This does not apply if you already have an extra duty contract. (2017)

F. Beginning in the 2017-2018 school year the training and planning days will be three (3) District directed professional development days.

Special Education teachers will have three (3) additional per diem days above the regular education teachers. To be documented on timesheets. (2018)

G. Every effort will be made to all teaching staff to construct a building’s schedule of class offerings with teaching assignments by the end of the school year. That schedule will be developed collaboratively by each building’s administrator, counselor, and teaching staff. (2017)

Section 4 - Employee Workday

A. The workday of employees shall be seven and one half (7.5) hours per school day. The teacher starting time shall begin thirty (30) minutes before the regularly scheduled student starting time each day and shall end seven (7.0) hours after said student starting time. The actual starting and ending time for students may vary from school to school and such times shall be determined by the District.
B. The parties agree that assignment to instruct students outside of the regular 7.5 hour workday that encompasses the regular schedule of classes may occur provided that:

1. Each such assignment including the time shall be by mutual consent of the employee and the District.

2. The employee's preparation time occurs during the regularly scheduled instructional day for students.

3. No additional duty assignment is required beyond the employee's 7.5 hour workday except as otherwise stated herein (Article IV, Section 4.H).

4. Employee student contact time is similar to that of other employees holding similar positions at the same general grade level.

5. There is a maximum of one (1) hour of such an assignment per semester.

6. Single section required classes shall not be assigned in this manner.

C. Assignment outside of the regular 7.5 hour workday identified in Article IV, 4.A above that do not satisfy the criteria set forth in Article IV, 4.B above may be offered in writing by the District to the employee provided that:

1. The employee shall be free to accept or reject such assignment.

2. Acceptance of such assignment shall be in writing.

3. Compensation for acceptance of such assignment shall be paid at the employee's hourly per diem rate of pay.

4. Each such assignment shall be set forth in a supplementary contract approved by the District's Board of Directors.

5. The supplementary contract compensation shall be in addition to that provided under the terms of the employee's regular employment contract.

D. Each employee is entitled to a thirty (30) minute consecutive duty free lunch period between 11 a.m. and 1:30 p.m.

E. Planning/Preparation Time:

1. Elementary School employees shall have a prep time schedule of one (1) hour per day except Wednesday. Middle school and high school employees shall have at
least one period of planning/preparation time during each instructional school day. (2018)

2. Non-instructional time that is not a part of the prep period and/or a part of the duty free lunch period may be scheduled as duty time provided that such duty time does not exceed the thirty (30) minutes per week. Whenever practical, the prep period should be at the same time period each instructional day.

3. Except in a bona fide emergency, planning/preparation time shall not be assigned to other duties except by mutual consent of the employee and the District.

4. Except in a bona fide emergency or unless otherwise stated in this Agreement, planning/preparation time shall be uninterrupted and duty free.

5. Planning/preparation time shall be scheduled to occur during the teacher's instructional day which is defined as the six and one half (6.5) hour time period that commences with the regular class starting time in the District as described in Article IV, 4.A above and exclusive of the employee's duty free lunch period. Planning/preparation time missed to late start and/or early dismissal shall not be a violation of this provision.

6. Substituting during preparation time: If an employee and his/her supervising principal mutually agree to the employee using his/her preparation time to substitute for another member of the bargaining unit, then the employee using his/her preparation time for such purpose shall be paid at half the daily substitute rate of pay.

F. On the final school day of any week and on the school day preceding vacations, employees may leave their building after the dismissal of their students. If a parent teacher conference day is scheduled on the final day of a school week and/or the day before a holiday vacation, employees shall be free to leave at the end of the instructional day regardless of the time of student dismissal.

G. The teaching day shall consist of the number of periods that are mutually agreed upon by the District and Association.

H. Every effort will be made to construct a building’s schedule of class offerings with teaching assignments by the end of the school year. That schedule will be developed collaboratively by each building’s administrator, counselor, and teaching staff. Final decision-making authority lies with the building administrator. Unless an employee objects verbally to the assignment during the process, assignment during this collaborative effort shall not constitute involuntary transfer. (2008)
I. The following expectations associated with the professional stature of employees shall be carried out as a part of the regular employment contract:

1. The employee shall spend time outside of the regular workday to the extent necessary for pupil and parent consultations and open house.

2. Parent-teacher conference days will be regularly held in the fall and spring. The two-day period will be scheduled in this manner.

   Certificated staff would be available for conferencing at their respective building for at least three (3) hours after the end of the contract day. (2017)

   In consideration for this conference schedule, the District agrees to half-day school schedule for the day before Thanksgiving Vacation and the last school day prior to spring break.

3. The employee shall attend staff meetings during the regular workday when and as required by the Superintendent or building principal. The time, length and day of regular staff meetings will be mutually agreed upon by the principal and teachers at the beginning of the school year.

Section 5 - Orientation of Employees

At the annual meeting of all employees prior to the opening of school for students, the president of the Association or his/her designee shall have time to briefly address the employees.

The names of certificated employees, their building, grade and subject assignments shall be provided to the Association by September 15 or as soon thereafter as possible.

Section 6 - Employment and Compensation

Non certificated personnel shall not be assigned to perform work in the instructional setting which will substitute on a full time basis, and/or replace an employee in his assignment or employment. All, unless otherwise provided in this agreement, employees shall be placed on the annual salary schedule in accordance with the criteria for salary schedule placement as contained in the Collective Bargaining Agreement.
Section 7 - Personnel Files

A. Certificated employees or former certificated employees shall upon request have the right to inspect all contents of their complete personnel file kept within the District as well as employment references leaving the District. Upon request a copy at cost of any documents contained therein shall be afforded the employee. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District. Anyone, at the employee's request, may be present in this review.

B. Any derogatory material not shown to an employee within ten (10) working days after receipt or composition, shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. (2017)

C. No evaluation, correspondence, or other material making derogatory reference to an employee's competence, character, or manner, shall be kept or placed in the personnel file without the employee's knowledge and exclusive right to attach his/her own written comments.

D. All information forming the basis for any reprimand, warning, discipline, or adverse effect, shall be limited to matters and events occurring during the previous three years, and shall then be expunged upon the employee's request. Matters of sexual or abusive nature may not be expunged without the approval of the superintendent if the District has fully investigated the allegation(s) and has determined from that investigation that the employee engaged in the behavior, no matter the elapsed time period. (2008)

E. 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.

Section 8 - Employee Facilities

A. Each building shall have the following facilities and equipment for the exclusive use of employees in that building:

1. Adequate space in each classroom to store instructional materials and supplies safely.

2. A work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
3. A furnished faculty lounge separate from any work area.

4. A serviceable desk and chair and a filing cabinet of adequate size in each classroom.

5. Well lit and clean restrooms separate from student restrooms.

6. Computer or laptop.

B. In order to permit freedom of access both during and after regular school hours, all employees will be given keys to their classroom, faculty lounge, work area, and outside door of their assigned building.

C. An adequate part of the parking lot at each school will be reserved for employee parking.

D. The Association acknowledges that all of the above conditions do not exist, and that this article does not constitute an obligation for additional expenditures by the District, and is hereby incorporated to maintain the status quo.

Section 9 - Student Discipline

A. In the maintenance of a sound learning environment, the District and the employee shall expect acceptable behavior on the part of all students.

B. Discipline shall be enforced consistently and fairly in compliance with the policies adopted by the Board of Directors.

C. Employees shall be conscientious in their attempt(s) to resolve discipline related concerns through early notification of parents. Employees may request parent conferences for the purpose of resolving discipline concerns in an informal manner.

D. When discipline related concerns persist, the employee may request and the principal shall schedule a conference with the teacher, student, and parent(s) or guardian(s). The purpose of this conference shall be to identify and describe future behavioral expectations for the student.

E. Behavior that is disruptive to the educational process shall be carefully documented, such documentation being available to the parent(s) or guardian(s) and principal upon request.

F. The Board and Superintendent shall support and uphold employees in their efforts to maintain discipline in the District and shall give immediate response to all employees' requests regarding discipline problems. Further, the authority of employees to use prudent
disciplinarian measures for the safety and well-being of students and employees is supported by the Board. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal and state laws or regulations.

G. In instances where student behavior warrants an emergency removal from a class or activity, prior to the return of the student, the principal, or principal designee shall notify the employee of the disciplinary action taken or initiated by the principal or principal designee and of any conditions of return imposed upon the student, in writing if requested.

H. For students who are determined, by the employee, to substantially disrupt the educational process or who pose a continuing danger to the student, other students or school personnel, the parent will be called by an administrator. Student exclusion will take place and re-entry will occur when administrators, parent/guardian when available, staff, confer and agree on a plan in a timely manner for re-entry and subsequent behavior requirements subject to applicable state regulation. Except in emergency circumstances, prior to exclusion, the employee shall have first attempted one or more alternative forms of corrective action.

I. If a student has history of behavioral concern, prior to placement in a classroom, the District shall notify employee of said history and provide the employee with remedies/support necessary within legal guidelines and Board Policy.

J. Confer shall mean that the administrator, student and employee shall meet and agree upon appropriate behavioral expectations, as well as probable consequences for future, similar infractions. Results of this meeting shall be reduced to writing by the administrator and shall be provided to the employee.

K. Other forms of discipline/corrective action shall include all other behavior intervention strategies used in response to a behavior violation that do not exclude the student from the instructional setting.

L. An exclusion is when a student is removed from an instruction or activity area for a behavior violation. This does not include recess, lunch, transportation, extra-curricular activities, or when a student is removed for brief time, which shall mean twenty (20) minutes or less. The employee must report the classroom exclusion to the building principal or designee by the end of the employee workday.

If the exclusion results in an intervention facilitated by a certificated staff member (including administration) other than the teacher who assigned the exclusion, then that staff member will contact the parent/guardians. If not, the parent/guardian contact will be the responsibility of the teacher who excluded the student.
M. Student Grievance Procedure: As required by law, the school administration shall hold any such requested meeting. The employee, whose class the disciplined student is from, shall be notified and may choose to be part of the informal hearing and may, at his or her discretion, present his or her version of the incident.

**Section 10 - Class Size**

A. The District shall attempt to assure that the number of students assigned per class is not more than thirty (30).

(2017)

1. Performing Arts
2. Teacher Aide Enrollment
3. Home Room/Study Hall
4. Voluntary Classes
5. Students accepted by the teacher in excess of 30
6. Specialty classes offered on an alternate schedule
7. Elementary specialty class (CREW, art, music) - 30

B. When the actual classroom enrollment reaches more than thirty (30) students then the teacher will request an overage stipend. This request must be made in writing. It can be made any time during the affected semester but must be made within ten (10) days of the end of the semester. The students must have been consistently enrolled in a class for ten (10) days. (2010)

As deemed necessary the administration, teacher, and one other teacher may meet to consider other relief options for class size issues. The teacher will receive the overage stipend regardless of other relief options that are put in place.

These options could include:

1. Reassigning students to another class
2. Classroom Aide Time
3. Bringing specialist services into the classroom
4. Addition FTE Teacher (pending Board approval)
5. Reassigning of employees
6. Released time for planning (pending Board approval)
7. Special education teachers who have an IEP student load exceeding thirty (30) will receive $100 per student to be paid in their June paycheck, based on the month with the highest enrollment count from September through June.
The stipend for class sizes larger than those allowed by this contract shall be calculated based on the formula on Appendix B. (2018)

C. Teachers whose class does not exceed the maximum size but have student(s) with unusual behavioral problems may meet with the administration, teacher and one other teacher, to seek assistance. (2010)

Section 11 - Classroom Visitation

To provide patrons of the District the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:

A. All visitors to a school and/or classroom shall obtain the approval of the principal, and if the visit is to a classroom, the time will be arranged after the principal has conferred with the employee.

B. The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.

C. In the event that the behavior of the classroom visitor becomes disruptive to the educational process, the employee is to inform the visitor about the disruption and may request the visitor to leave immediately.

Section 12 - Notification of Student Health Issues

It is the responsibility of the District, as allowed by federal and state laws, to notify employees prior to the placement of students with known health related condition(s) believed to have a potential adverse impact on the performance of any individual in the school setting.

Section 13 - Recording of Oral Communication in the Classroom

The Board, or its designee, agrees not to audio or video record any employee's communication in the classroom, without the permission of the employee.
Section 14 - Work Environment Safety

The District and Association agree to work cooperatively to ensure a safe working environment. The State Legislature has also seen the need to increase security of school grounds by empowering school districts to act with serious consequences in cases of violent behavior by students. The District and Association agree that it is in the best interest of the vast majority involved that the District exercise its legal power to insure student and staff safety.

A. The District and Association agree to cooperatively uphold all Washington State laws; to put special emphasis on those laws concerning safety.

B. Employees will not be directed to provide emergency treatment or enforcement unless the area is safe and secure.

C. No employee shall be required to remain in any building or area which has been evacuated because of potentially hazardous conditions.

D. If an employee is injured as a result of school violence, the school district will continue to pay the employee’s salary without charging sick leave. The employee may be required to submit a statement from a doctor or physician specifying time and conditions for recovery.

The District shall supplement any L&I payment for up to fifteen (15) working days so that the employee shall suffer no loss of pay or sick leave for such period of time. After the first fifteen (15) days of absence under this provision use any accumulated sick leave shall begin.

E. The principal or his designee will maintain a file of students who have committed violent offenses, deemed so by a court of law or other District administrator, that may be viewed by all staff who supervise students.

There will be an annual briefing to all staff who supervise students on the names in that file at the beginning of the school year. This alert is not for discussion purposes at the meeting and is totally confidential.

(A reference section of selected state law is found in Appendix C.)

ARTICLE V - LEAVES
The Board realizes that employees will of necessity be absent from work from time to time. The Board recognizes the following types of leaves:

**Section 1 - Sick Leave**

A. At the beginning of each school year each employee shall be credited with an advanced sick leave allowance of twelve (12) days with full pay to be used for absence caused by illness, injury, maternity, family illness, quarantine or other medical purpose. Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum of one hundred eighty (180) days, in accordance with current State statutes and implementing WAC's.

B. Absence due to injury incurred in the course of the employee's employment may be compensated for in the following manner:

For absences due to job related injuries which qualify for Industrial Accident and Workman's Compensation coverage, a prorated portion of sick leave may be used.

C. At the end of each year the District will provide each employee with an accounting of their accumulated sick leave and all transactions concerning their sick leave days within that time period.

D. When an employee's spouse gives birth, the employee shall be granted up to five (5) sick leave days during the seven (7) calendar days following the birth. This assumes normal healthy delivery.

E. An employee who is unable to perform the duties because of personal illness, maternity or other disability may, upon request, be granted leave of absence without pay at the exhaustion of sick leave. Leaves for these conditions may be renewed annually. Application for leave and application for renewal of a leave of absence for such conditions shall be made in writing to the Superintendent. An employee who has been granted leave may return to service during the period of the leave after giving ten (10) days written notice to the Superintendent and with written permission of his/her personal physician.

**Section 2 - Maternity Leave**
A. A staff member may use accumulated sick leave for the period of actual disability attributable to pregnancy, miscarriage, abortion, childbirth, and recovery therefrom. A staff member may use accumulated sick leave for adoption.

B. The staff member who becomes pregnant shall notify her immediate supervisor and the superintendent of her condition by the beginning of the fifth month of pregnancy. At the time of her request the staff member shall indicate in writing to her immediate supervisor and the superintendent which of the following options she wishes to pursue:

1. Use of sick leave for the period of her actual disability as defined in item A above.

2. Request for unpaid maternity leave as described in item D below.

3. Request for both a period of disability and an unpaid maternity leave.

C. For a staff member who desires to continue her employment until her actual disability begins and to return as soon as her disability has ceased:

1. The staff member shall be allowed to work as long as she is capable of performing her normal work functions and the duties of her job, and so long as her personal physician or licensed practitioner concurs.

2. The staff member shall return to her duties when she is physically able to perform her duties. Within thirty (30) calendar days after childbirth the staff member shall notify the superintendent of the specific date when she plans to return to work, said notification to be submitted to the superintendent no later than fourteen (14) days before the intended date of return. If the staff member desires to return to her duties within sixty (60) days of childbirth, her personal physician or licensed practitioner must certify that the staff member is in good health and ready to resume her duties.

3. If the staff member continues to be disabled after sixty (60) calendar days following childbirth, then her personal physician or licensed practitioner must verify that the disability continues to exist. The verification is to include a statement of the approximate date on which the employee should be able to resume her duties. In such an event the District reserves the right to require additional verification of disability on a monthly basis.

D. When an employee requests an unpaid maternity leave that is to commence prior to the period of disability, the District shall grant the request.

E. Following the birth of a child an employee may request and the District shall grant unpaid child rearing leave for the remainder of the school year.
Section 3 - Bereavement Leave

Five (5) days shall be granted with pay for bereavement of a relative or friend. Such leave is non accumulative. In the event of the death of a close personal friend, or relative, and upon explanation to the principal or Superintendent, bereavement leave shall be granted. Such leave may be extended with the permission of the Superintendent.

Section 4 - Personal Leave

Each employee shall be granted three (3) days of personal leave per year subject to the following provisions:

A. On days immediately preceding and/or immediately following vacation periods and school holidays, a maximum of six (6) employees shall be entitled to personal leave provided that in the event that adequate substitute teachers are available, additional requests for personal leave may be granted.

B. Except as otherwise specified herein, forty-eight (48) hours advance notice to the employee's principal(s) is required.

C. Personal leave shall not be deducted from accumulated sick leave.

D. An employee may use no less than two (2) instructional-hour increments of personal leave at a time.

E. A bargaining unit member may accumulate unused personal leave up to a total of five (5) days.

F. One (1) day of unused personal leave may be cashed in each year at the employee’s per diem rate of pay.

Section 5 - Emergency Leave

Three (3) days of emergency leave per year shall be granted with pay and shall be deducted from sick leave. Emergency leave may be taken at the employee's discretion due to a problem which
Section 6 - Professional Leave

A leave of absence of three (3) days without deduction of pay will be granted to attend professional meetings or visit other schools for the purpose of enhancing the educational program of the school, provided that the request is submitted to and approved by the Principal at least one week in advance. Every effort will be made to grant reasonable requests for professional leave. (2017)

On the request, the employee will state his/her reasons for attending and upon return, report to the building staff as to the professional growth attained and how any information gained may or may not be implemented into his/her classroom.

Forms will be provided by the District.

Section 7 - Leave of Absence

Leave may be granted for up to one (1) year to those employees who have served the District a minimum of three (3) years. Leave, without pay, may be granted to employees for the purpose of study, travel, teaching abroad, state or federal government, association or association related business. Upon return from leave, the employee shall be placed in the position last held or in a similar position in the District. For this Agreement, the employee would not earn any benefits while on leave but would not lose what he/she had up to this time. Upon request by the employee such leave may be renewed to one additional year. Employees granted such leave shall agree to return to service within the District upon the expiration of their leave for a period of one year. (2008)

All the above leave provisions shall be granted with the approval of the Superintendent and the Board.

Section 8 - Jury Duty Leave
Jury duty leave shall be granted with pay for all days missed whenever an employee is required by law to appear for jury selection or is selected for jury duty.

**Section 9 - Association Leave**

A. The District shall grant ten (10) days aggregate per year to the Association for its president or his/her designee to participate in the WEA Representative Assembly, and other Association activities that enhance employer employee relations.

B. Association leave may be taken in one half (0.50) day increments.

C. At least five (5) days prior written notice of Association leave shall be provided to the Superintendent and principal.

D. The Association shall pay the salary and fringe benefit cost for each substitute.

E. Association leave shall not be accumulated from year to year.

**Section 10 - Leave Sharing**

The District agrees to establish and maintain a LEAVE SHARING PLAN (LSP) that is effective as of November 1, 1991, said plan to be consistent with the provisions of RCW 28A.400.380 and WAC 392-126 except as hereafter stipulated.

The LSP shall be subject to the following conditions:

A. Each and every donation of annual and/or sick leave shall be made by a specific individual to a specific individual and not from or to a pool of any kind.

B. All donated leave shall be calculated on the basis of "hours donated" and "hours used."

C. The maximum number of hours of donated leave that any individual may receive and use shall be limited to:

   1. An annual amount that is not more than the total number of the receiving individual's regular employment hours remaining in the current school year following the exhaustion of all forms of accrued leave; and
2. A lifetime total of not more than two hundred sixty one (261) times the receiving individual's regular daily employment hours.

D. Shared leave shall be extended to employees who are sick or temporarily disabled due to pregnancy disability or for the purpose of parental leave to bond with a newborn, adoptive or foster child. Parental Leave means to bond and care for a newborn child after birth or to bond and care for a child after adoption or foster care, for the maximum number of weeks allowed under the law, and within the first 12-months after the birth or placement.

E. Any remaining donated hours shall be returned to the donor(s) on a pro-rated basis at the conclusion of the existing condition.

F. Donations of sick leave will not reduce the ability of the employee to cash out sick leave during the year donated. When calculating eligibility to cash out excess sick leave, donation of sick leave to another employee will be counted toward the 60-day minimum balance required after cash out (WAC 392-126-104).

Section 11 - Sick Leave Incentive

A. Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full per diem salary for every four (4) accumulated sick leave days. At the employee’s option, they can cash-out their unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave has been accrued and each January thereafter, at the rate specified by state law (RCW 28A.400.210).

B. At the time of separation from District employment due to retirement or death, an eligible employee or the employee’s estate shall receive remuneration at a rate equal to one (1) per diem salary for every four (4) full days for accrued sick leave. This retirement/death provision is fully and continuously in place beginning September 1, 2003.

For the purposes of this provision, retirement shall be defined as when an employee is eligible to receive benefits under Washington State Teacher’s Retirement System.
ARTICLE VI - DUE PROCESS RIGHTS

Section 1 - Evaluation and Procedures

RCW 28A.405.100 requires all districts to implement a new certificated classroom teacher evaluation beginning with the 2013-14 school year. The district and KFEA agree to select in its entirety, one of the evaluation developed by one of the pilot districts as soon as they are developed. If the district and KFEA cannot agree on a pilot evaluation to adopt by the 2013-14 school year, the board of directors will adopt and implement one of the pilot evaluations in its entirety. In the event the District and KFEA cannot agree, KFEA will have an opportunity to present an Evaluation proposal to the Board before a decision is made. The board’s decision and implementation will not be subject to the grievance process. The new evaluation system will replace all applicable language in this section.

A. General: Employees shall be evaluated during each school year in accordance with the procedures and criteria set forth in this article. Every employee whose work is judged unsatisfactory based upon the evaluation criteria shall be placed in a probationary status no later than February 1, and shall be given until May 1 to demonstrate improvement in his/her area/s of deficiency.

B. Evaluation:

1. Responsibility for Evaluation: Within each school the principal or his administrative/supervisory designee shall be responsible for the evaluation of employees assigned to that school. An employee assigned to two or more schools shall be evaluated by the principal of each school or by a common administrative/supervisory designee from central staff. The employee shall be notified in advance who the evaluator(s) will be. The administrative organization plan of the School District shall be used to determine lines of responsibility for any employee who is not regularly assigned to any school. Any principal or other supervisor may designate other administrative, supervisory, and/or other employees to assist in the observation and evaluation process.

2. Evaluation Criteria: All employees shall be evaluated in accordance with the appropriate criteria set forth in the evaluation forms attached to this Agreement as Addendum A, which addendum is hereby made a part of this Agreement.

3. Required Evaluations:
   a) All employees newly employed by the School District shall be evaluated within the first ninety (90) days of the commencement of their employment.
b) All employees, including new employees, shall be evaluated annually, such evaluations to be completed not later than June 1 of the school year.

c) If an employee is transferred after October 1 to another position not under the jurisdiction of the employee's pre transfer supervisor, then an evaluation shall be made at the time of said transfer.

d) If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.

e) If the supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15.

4. Additional Evaluations: In addition to the evaluation required under paragraph B.3., herein, principals and other supervisors and their designees may make evaluations at any time during the school year, which evaluations may cover individual observations for such periods of time as may be identified in the evaluation report. Any additional evaluation shall be for the purpose of improving employee performance.

5. Forms of Evaluation:
   a) Long Form:
      Except as otherwise provided in B.5. b below, during each school year all employees shall be observed for the purpose of evaluation at least twice in the performance of their assigned duties. Total observation time for each employee for each school year shall be not less than sixty (60) minutes. New employees shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety days of their employment period.

   b) Short Form:
      i. After an employee has four (4) consecutive years of long form evaluations with no "unsatisfactory" and/or "needs improvement" marks, the District may use the short form of evaluation. The evaluator must have been the teacher's immediate (evaluating) supervisor for a minimum of two complete contract years prior to short form evaluation use.

      ii. The short form of evaluation shall include either (1) a thirty (30) minute observation during the school year with a written summary or (2) a final annual written evaluation based on the criteria in subsection 1 of RCW 28A.67.065 and based on at least two (2)
observation periods during the school year totaling at least sixty (60) minutes without a written summary of such observations being prepared. No teacher shall receive short form evaluations more than four (4) consecutive years. The short form evaluation process may not be used as a basis for determining that an employee's work is "unsatisfactory" under subsection (1) RCW 28A.67.065 nor as probable cause for the nonrenewal of an employee's contract. (2008)

iii. The evaluator will notify any teacher within the first thirty (30) days of any contract period if he/she will be evaluated as described in this short form evaluation process.

iv. The short form evaluation report form is included in Addendum A of this Agreement.

6. Minimum Observation Criteria: During each school year each employee shall be observed for the purpose of evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year shall be not less than sixty (60) minutes. A minimum of one observation for a total observation time of thirty (30) continuous minutes shall be required in connection with the evaluation of new employees under paragraph 2.C.(1), herein (unless short form evaluation is being used).

7. Evaluation Procedures:
   a) Upon completion of an evaluation by the principal or other evaluator, the employee shall be provided with a copy of the evaluation report within three (3) days.

   b) The employee shall sign the School District's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report.

   c) The employee shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy and prior to the report being forwarded to the District personnel office; or they may be forwarded to the personnel office within seven (7) school days following the evaluation conference.

   d) Following the completion of each evaluation report required under paragraph B.3., herein, a meeting shall be held between the principal or other supervisor and the employee to discuss the report.
e) In the event that any evaluation report indicates that the employee has performance deficiencies in one or more of the overall areas defined in the evaluation criteria, the principal or other supervisor and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. In connection with the development of such plan, consideration should be given to utilizing the services of available resource persons (e.g., coordinator, department head, psychologist, fellow employee) to observe the employee's performance and make recommendations for improvement. If the supervisor and employee are unable to agree upon a mutually acceptable plan, the supervisor will prepare and deliver a plan to the employee.

C. Probation:
Teachers with provisional status will be excluded from the probation process. (2010)

1. Supervisor's Report: In the event that a principal or other supervisor determines on the basis of the evaluation criteria that the performance of an employee under his/her supervision is unsatisfactory, the supervisor shall report the same in writing to the Superintendent on or before February 1. The report shall include the following:

   a) The evaluation report prepared pursuant to the provisions of paragraph B.3.(e), herein.

   b) A recommended specific program designed to assist the employee in improving his/her performance.

   c) Any written comments by the employee.

2. Establishment of Probationary Period: If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status beginning on or before February 1 and ending on May 1. On or before February 1, the employee shall be given written notice of the action of the Superintendent, which notice shall consist of the following information:

   a) Specific areas of performance deficiencies.

   b) A suggested specific program for improvement.
c) A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her area or areas of deficiency.

d) A statement indicating areas of assistance to be provided by the supervisory staff.

3. Evaluation During the Probationary Period:
   a) At or about the time of the delivery of a probationary letter, the principal or other supervisor shall hold a conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.

   b) During the probationary period the principal or other certificated evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of paragraphs B.7 (a) and (b), herein, shall apply to the documentation of evaluation reports during the probationary period.

   c) The probationary employee may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his/her notice of probation. In this event, a statement will be attached to the probationary letter indicating the employee has successfully met the conditions of probation.

   d) Beginning with the probationary period, an employee may have an Association representative present during conferences held pursuant to C.3.(a), herein.

4. Supervisor's Post Probation Report: Unless the probationary employee has previously been removed from probation, the principal or other supervisor shall submit a written report to the Superintendent at the end of the probationary period, which report shall identify whether the performance of the probationary employee has improved and which shall set forth one of the following recommendations for further action:

   a) That the employee has demonstrated sufficient improvement to justify the removal of the probationary status; or

   b) That the employee has demonstrated sufficient improvement to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
c) That the employee has not demonstrated sufficient improvement and action should be taken to non-renew the employment contract of the employee.

5. Action by the Superintendent: Following a review of all reports submitted pursuant to paragraph 3.d. above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. In the event that the Superintendent determines that the employee has not demonstrated sufficient improvement, the Superintendent shall make a determination of probable cause for the non-renewal of the employee's contract and shall provide written notice thereof to the employee on or before May 15 pursuant to applicable law.

D. Implementation of the Law:
   1. Non-renewal of provisional employees shall be according to the provisions of RCW 28A.405.220
   2. Should any conflict arise between the provisions of Article VI, Section 1 and the law, then the law shall be controlling.

Section 2 - Just Cause

A. No employee shall be disciplined without just and sufficient cause. Such discipline shall be administered privately.

B. A policy of discipline incorporates these levels:
   1. verbal warning with documentation (2017)
   2. written warning
   3. letter of reprimand
   4. suspension with or without pay
   5. termination

C. Just cause shall be extended to all employees in the bargaining unit regardless of employment status or assignment.

D. All information forming the basis for any discipline shall be made available in writing to the employee.

Section 3 - RIF and Recall
A. The term "RIF" as used herein refers to action by the Board reducing the number of employees in the District due to a financial emergency such as loss of local school levy, dramatic decrease in school enrollment or other serious revenue loss which necessitates reduction of program and corresponding reduction of staff. It does not refer to decisions to discharge or non-renew an individual employee for cause.

B. Employees with valid contracts will not be laid off during any school year. In the event of layoff, the Board shall provide written notice to all affected employees on or before May 15 of the school year preceding the year in which layoff would occur.

C. Employees shall not be laid off pursuant to a necessary reduction in personnel unless all available revenues of the District projected for the forthcoming fiscal year will not provide for a balanced budget as defined by projected expenditures exceeding projected income.

D. When the District is unable to maintain its ongoing program due to enrollment decline or revenue loss and after all sources of revenue have been thoroughly explored including local and federal sources, the necessity for staff reduction will be determined by the Board upon the recommendation of the Superintendent. (2008)

E. On or before April 15, acting on advice of the Superintendent concerning financial resources, the District shall determine the extent of a modified program of educational service to be provided for the ensuing school year and the positions to be eliminated.

F. Layoff shall be by seniority, with the exception that any less senior teacher may be retained by the District if the District does not have capacity to fill necessary openings in accordance with state law without emergency endorsement, as modified by the provisions of this Article as hereafter established. Seniority is defined as length of service within the District as of the employee’s first working day: providing that any employee employed by the Board shall be granted full seniority credit for each year or portion thereof for teaching experience from any district in the state of Washington. Less than full-year teaching experience shall be computed as the actual number of days employed by a district as a full-time employee excluding any substitute service. A seniority list ranking each employee from greatest to least seniority shall be provided the Association by March 1. (2008)

G. In the event of more than one individual employee having the same seniority ranking, the district will retain or reduce said employees in accordance with the efficient operation of the district. Employees already appearing on the seniority rank prior to 2011-12 school year will remain as ranked.

H. RIF Procedure: In the event it becomes necessary to lay off employees, the following procedure will be implemented prior to May 1:
1. The staff requirements and projected student enrollment for all schools in the District will be listed by building.

2. Staff selection to fill all staffing requirements will be made from the seniority list in descending order from highest to lowest position; provided, that where teaching assignments require special certification by state regulations, such assignments shall be filled with employees currently holding such special certificates.

3. Employees currently assigned in full time teaching positions shall be first assigned to all full time teaching positions consistent with their individual seniority and shall not be obligated to any part time teaching position but may choose to accept such a position on a voluntary basis.

Employees currently assigned in part time teaching positions shall be assigned to part time teaching positions only consistent with their individual seniority provided no part time employee with less seniority shall be assigned to any part time teaching position unless such a position is declined by all employees (full and part time) with greater seniority.

4. By May 1, individual employees not slotted into a teaching position will be notified of layoff in accordance with the aforementioned provisions of the Article, and will be recalled as requirements permit.

5. Employees on layoff shall be placed in a rehiring pool and ranked by seniority therein. It is understood and agreed that although employees properly laid off pursuant to the term hereof and in compliance with applicable law may not have a continuing contract guaranteeing them a teaching position and a salary for the forthcoming fiscal year, each laid off employee shall be considered as to have employment status with the District for purposes of seniority, insurance, and other fringe benefits as provided herein. A laid off employee shall be considered to have employment status with the District until he/she submits a written resignation.

I. Recall Procedure: In the event that additional students enroll in the District or additional revenues become available, the Board shall first recall all employees in the bargaining unit who have been laid off before the Board employs or assigns any additional personnel to fill teaching assignments. Employees on layoff shall first be recalled by seniority. Employees who were previously assigned to full time teaching positions shall be recalled to full time teaching positions provided that such employees shall have the option of accepting any part time teaching position that may exist without jeopardizing his/her recall status for any full time position.

J. Employees who were previously assigned to part time teaching positions shall be recalled to part time teaching positions provided that no part time employee with less seniority shall
be recalled to any part time teaching position unless such a position is declined by all employees (full and part time) with greater seniority.

K. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said employee, at his/her last known address. It shall be the responsibility of each employee to notify the Board of any changes in address. The employee's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the employee.

L. Any employee so notified shall respond within five (5) calendar days from receipt of said notice whether the employee accepts or rejects the position. If an employee rejects a position for which he/she is certificated to teach and such position is offered consistent with the aforementioned provisions of this Article, the employee shall waive all rights to the reemployment pool.

M. RIF Benefits: Any person not renewed under this RIF policy shall have the right to continue any and all insurance and medical provisions provided they pay their own premium.

N. All positions or substitute employees shall be offered to employees on recall, in rotating alphabetical order, before any other person is offered such a position.

Section 4 - Grievance Procedure

A. A claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

B. In the event that an employee believes there is a basis for a grievance, the employee and/or Association representative shall first discuss the alleged grievance with his/her building principal and/or other appropriate supervisor. If the grievance is not thus resolved, formal grievance procedures may be instituted.

C. Step I:

The grievant may invoke the formal grievance procedure through the Association on the grievance form which will be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal or appropriate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by the Superintendent. A grievance must be filed within thirty (30) calendar days of the occurrence of which he/she complains or thirty (30) calendar days of the time when the grievant learned of the occurrence of which he complains, whichever is later.
D. Step I Reply:
Within five (5) calendar days of receipt of the written grievance, the principal or
appropriate supervisor shall meet with the Association in an effort to resolve the grievance.
The principal or appropriate supervisor shall indicate his/her disposition of the grievance
in writing within five (5) calendar days of such meeting, and shall furnish a copy thereof
to the Association.

E. Step II:
If the Association is not satisfied with the disposition of the grievance or if no disposition
has been made within five (5) calendar days of such meeting or ten (10) calendar days from
date of filing, whichever shall be later, the grievance shall be transmitted to the
Superintendent. Within five (5) calendar days the Superintendent or his/her designee shall
meet with the Association on the grievance and shall indicate his/her disposition of the
grievance in writing within five (5) calendar days of such meeting and shall furnish a copy
thereof to the Association, provided that in the event the superintendent is out of the District
at the time the grievance is transmitted to his/her office, the five (5) day time period
mentioned above shall commence on the day the superintendent returns to work, provided
that the total number of days shall not exceed fifteen (15) days.

F. Step III:
If the Association is not satisfied with the disposition of the grievance at Step II or if no
disposition has been made within the period above provided, the grievance, only at the
option of the Association, may be submitted before an impartial arbitrator. The Association
shall exercise its right of arbitration by giving the Superintendent written notice of its
intention to arbitrate within twenty (20) calendar days of receipt of the written decision of
the Superintendent. If the parties cannot agree as to the arbitrator within five (5) calendar
days from the notification date that arbitration will be pursued, the arbitrator shall be
selected by the American Arbitration Association in accord with its rules, which rules shall
likewise govern the arbitration proceeding, except as provided in "Jurisdiction of the
Arbitrator." The Board and the Association shall not be permitted to assert in such
arbitration proceeding any ground rules except as provided in "Jurisdiction of the
Arbitrator," or to rely on any evidence not previously disclosed to the other party. The
decision of the arbitrator shall be final and binding upon both parties.

G. Arbitration Costs: Each party shall bear its own costs of arbitration except that the fees and
charges of the arbitrator, if any, shall be shared equally by the parties.

H. Jurisdiction of the Arbitrator: The arbitrator shall have no power to alter, add to, or subtract
from the terms of this Agreement. The arbitrator shall confine his inquiry and decision to
the specific area of the Agreement as cited in the grievance form. Provided further that the
arbitrator shall not rule on probation placement nor on matters relating to nonrenewal or
discharge. The arbitrator shall not substitute his knowledge for the expressed provisions
of the contract under question. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance may be consolidated for hearing before an arbitrator, provided the arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.

The decision of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the decision. If a motion to vacate the arbitrator's decision is entered in a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action, including, but not limited to, the adverse party's court costs, legal fees and other related expenses incurred as a result of defending such action.

I. Time Limits: The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the Association to proceed with its grievance within the time herein before provided shall result in the dismissal of the grievance. Failure of the District's representative(s) to take the required action within the times provided shall entitle the Association to proceed to the next step on the grievance procedure.

J. Grievance and Arbitration Hearings: All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses.

K. Complaints:
   1. "Complaint" is an issue that is outside of the definition of "grievance."

   2. If an individual has a personal complaint which he/she desired to discuss with the supervisor, he/she is free to do so without recourse to the grievance procedure. The "complaint procedure" set forth in the School Board's policy handbook may be used in such a situation.

   3. No complaint shall be adjusted in a way that is inconsistent with the terms of this Agreement.

L. Continuity of Grievance: Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.
ARTICLE VII - TERMS OF AGREEMENT

Section 1 - Duration/Zipper

A. This Agreement shall be effective as of September 1, 2017, shall be binding upon the District and the Association and shall remain in full force and effect through August 31, 2021.

B. Upon written notice from the District or the Association, this Agreement may be reopened for second and third and fourth years of this Agreement, said openers in each year to be limited to salary, fringe benefits, and one (1) additional item selected by each of the parties to this Agreement. (2017)

C. Reopener(s) needed to respond to or comply with legislative changes shall be in addition to other reopeners previously described. (2015)

D. Either party may upon written notice to the other by not later than sixty (60) days prior to the aforementioned expiration date of the Agreement indicate their desire to negotiate a successor Agreement. For the third year, the Association agrees not to reopen this agreement concerning general compensation for the bargaining unit. For the third year, the District may reopen this Agreement concerning compensation if a financial emergency such as loss of local school levy, decrease in school enrollment, or other serious revenue loss occurs. (2015)
MEMORANDUM OF UNDERSTANDING
Between
Kettle Falls School District #212
And
Kettle Falls Education Association

This Memorandum of Understanding (“MOU”) is entered into by Kettle Falls School District (herein referred to as “KFSD”) and the Kettle Falls Education Association (herein referred to as “Association”), representing certificated employees. This MOU will take effect on September 1, 2017 and will terminate on August 31, 2021. Unless extended by both parties mutual written agreement.

1. **Purpose:** The purpose of this MOU is to ensure that both parties meet the terms of RCW 28A.405.100, and Chapter 392-191A WAC as they implement an evaluation system for certificated classroom teachers.

2. **Definitions:** Consistent with the definitions set forth in WAC 392-191A-030, the parties agree as follows:

   The definition of “certificated classroom teacher” shall include teachers who are instructing students within Kettle Falls School District.

3. **Criterion Scoring:** Criterion scores shall be based on the four level rating descriptors specified in RCW 28A.405.100 and Chapter 392-191A WAC. Criterion scores will be determined by analysis of evidence gathered and an overall summative score shall be derived consistent with the process set forth in chapter 392-191A WAC.

4. **Student Growth Data:** Consistent with RCW28A.405.100 and WAC 392-191A-060, student growth data will be a substantial factor in evaluating the summative performance of certificated classroom teachers for the following three evaluation criteria: Recognizing individual student learning needs and developing strategies to address those needs; Using multiple student data elements to modify instruction and improve student learning; and Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

5. **Effect of MOU:** The provisions set forth in the Memorandum of Understanding supersede any contradictory language in the parties’ labor contract.

Reasonable standards of fairness will be applicable to all aspects of the evaluation process and will include the following consideration:
• CEL’s Five Dimensions will be used as modified and approved by the OSPI and as posted on the OSPI website.

• If the evaluation of the certificated classroom teacher includes an assessment of a criterion that requires observation, the following shall apply; school districts must observe all classroom teachers for the purposes of focused evaluation at least twice each school year in the performance of their assigned duties. School districts must observe all employees who are subject to a focused evaluation for a period of no less than sixty minutes during each school year according to WAC 392-919A-110.

• Comprehensive evaluations will also follow the minimum procedural standards in WAC 392-191A-070.

• The total annual time for all employees will not be for less than sixty minutes. All new employees shall be observed at least once for a total observation time of thirty minutes during the first ninety calendar days of their employment period.

• No evaluator may participate in this evaluation process without first having been trained in observation, evaluation, and the use of the CEL Five Dimensions as modified and approved by OSPI. Evaluators must have successfully been trained to maximize inter-rater agreement.

• Student growth data must be a substantial factor in evaluating the summative performance of certificated classroom teachers as directed, required, and defined by the Office of the Superintendent of Public Instruction. Student growth means the change in student achievement between two points in time.

• The evaluator shall consult with the teacher to identify and agree upon student growth and achievement data that are relevant to the teacher(s) and subject matter that will be used in assessing the state required growth components.

Until the system has been developed and all affected staff received professional development, this Memorandum of Understanding shall be revisited annually.

Once the Teacher and Principal Evaluation system has been developed and all affected staff received professional development, contract negotiations shall take place for the evaluation section of the Collective Bargaining Agreement only.

For KFSD

For KFEA

_________________________________  ______________________________
Thaynan L. Knowlton   Member
Superintendent
For credits earned after the BA degree but before the MA degree, any credits in excess of 45 may be counted after the MA degree.

BA+135 column capped as of January 1, 1992.

District will flow through inflation IPD increase from state into salary grid as often as increases arrive.
APPENDIX A-2 - SALARIES

Effective September 1 of each school year, the District agrees to grant increments, where applicable, when verified with a transcript. If transcripts are not available until November 1, the adjustments will be made on the December payroll.

Salary Schedule Provisions

Experience Provision:

A. All prior teaching experience that required certification and that satisfies current OSPI guidelines shall be recognized for the purpose of salary schedule placement in the District.

B. Military duty that interrupted a certificated employee's service in a school district shall be recognized for the purpose of salary schedule placement in the District.

C. Ten (10) clock hours is equal to one (1) college quarter credit for salary schedule placement or movement. All acceptable clock hours must be provided by an OSPI approved clock hour provider.

1. ESA employees (occupational and physical therapists, nurses, SLPs, audiologists, counselors, psychologists and social workers) will receive one (1) year of experience credit for each year worked in a school or non-school setting up to the maximum step for salary schedule purposes.

2. An EdS Degree (Educational Specialist in School Psychology) from an accredited University, shall result in placement at the MA/45 column on the negotiated salary schedule.
Overload Stipend Request

Date _______________

I would like to request my class overload stipend for the _______ trimester*

of the ________________ school year. In accordance with the Collective

Bargaining Agreement, Article IV, Section 10, Letter B., I calculate my stipend to

be: Standard Formula:

$600 X _____ (students over the limit of 30) X .25 for each period up
to 1.0 for full day = ____________

Specialist Formula: (for example; Elementary and Middle School: PE & ART)

$600 X _____ (students over the limit of 30) X .125 = ____________

_________________________   __________________________
Teacher Signature/ Print Name   Principal Approval

*Current school schedules are based on a trimester schedule. Overload stipends requests must
be made within 10 days of the end of the trimester.
APPENDIX C - REFERENCE TO WASHINGTON STATE LAWS

♦ A student who is a member of a gang and knowingly engages in gang activity on school grounds shall be expelled.  
RCW 28A.600

♦ The principal is required to furnish the information (of violent offenses committed by students) to each of the student’s teachers and to any other personnel who supervise the student or to any other personnel who need to know for security reasons. Information received is confidential and may not be disseminated further. 
RCW 13.04

♦ A student committing an offense under
  • RCW Chapter 9A.36 Assault
  • RCW Chapter 9A.40 Kidnapping
  • RCW Chapter 9A.46 Harassment
  • RCW Chapter 9A.48 Arson and Malicious Mischief
when directed toward a teacher, shall not be assigned to that teacher’s classroom for the duration of the student’s attendance at that school or any other school where the teacher is assigned.  
RCW 28A.600

♦ The District will not enroll a nonresident student if the student’s disciplinary records indicate a history of violent or disruptive behavior or gang membership or if the student has been expelled or suspended from a public school for more than ten consecutive days. The student may be a candidate for an existing alternative education program, if the teachers voluntarily agree.  
RCW 28A.225.225

♦ Teachers are allowed to exclude a disruptive student for the remainder of the school day and up to the following two days or until the principal or designee and teacher have conferred. The principal shall inform staff who referred the student of disciplinary action taken. 
RCW 28A.600.020

♦ The attendance of every child at every public and private school in the state and licensed day care center shall be conditioned upon the presentation before or on each child’s’ first day of attendance at a particular school or center, of proof of either (1) full immunization, (2) the initiation of and compliance with a schedule of immunization, as required by the state board of health, or (3) a certificate of exemption as provided for by state law.  
RCW 28A.210.080
RCW 28A.210.090
Any elementary or secondary school student who is determined to have carried a firearm onto, or to have possessed a firearm on, public elementary or secondary school premises, public school-provided transportation, or areas of facilities while being used exclusively by public schools, shall be expelled from school for not less than one year under state law.

RCW 28A.600.010
RCW 28A.600.420

When enrolling a student who has attended school in another school district, the school enrolling the student shall request the parent and the student to briefly indicate in writing whether or not the student has:

a) any history of placement in special education programs;

b) any past, current or pending disciplinary action;

c) any history of violent behavior or behavior listed in;

d) any unpaid fines or fees imposed by other schools;

e) any health conditions affecting the student’s educational needs.

RCW 13.04.155
RCW 28A.225.330

In the event that an employee’s property is willfully defaced, the school district will withhold the grades, diploma and transcripts of the pupil responsible for the damage or loss until the pupil or the pupil’s parent or guardian has paid for the damages.

RCW 28A.635.060
APPENDIX D - GRIEVANCE REPORT FORM
Kettle Falls School District

Grievance No. __________

_________________________________________  __________________________  __________

Grievant                      Building          Date Filed

Step __________

A. Date grievance occurred _________________

B. Statement of Grievance:

C. Violated Section(s) of Collective Bargaining Agreement:

D. Redress Sought:

___________________________________________
Administrative Response or Disposition:

Association Accepts (Y/N) __________

Association Representative’s Signature ____________________________________________
APPENDIX E - WINTER BREAK CALENDAR EXAMPLES

**Monday: December 20 - January 1**  
Total Days: 13

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**Tuesday: December 19 - January 1**  
Total Days: 14

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