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# Collective Bargaining Agreement

**South Kitsap Education  
Association**

**and**

**South Kitsap School  
District No. 402**

*September 1, 2023 – August 31, 2026*

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## PREAMBLE

This Agreement is entered into by and between the South Kitsap Education Association, herein the “Association” and the South Kitsap School District No. 402, Kitsap County, Washington, herein the “District.” The Association and the District shall be the sole parties to this Agreement.

## DEFINITIONS

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

- The term “**Act**” shall mean the Educational Employment Relations Act, Chapter 41.59 RCW, laws of the State of Washington.
- The term “**Agreement**” shall mean this entire Collective Bargaining Agreement.
- The term “**assignment**” shall mean a specific grade level and/or subject(s) to be taught in a specific school building or buildings by an employee in a particular academic term or year.
- The term “**Association**” shall mean the South Kitsap Education Association (SKEA).
- The term “**Board**” shall mean the Board of Directors of the South Kitsap School District No. 402.
- The term “**daily substitute**” shall mean substitutes who are called on a day-to-day basis for work.
- The term “**days**” shall mean calendar days unless otherwise specifically defined in this Agreement.
- The term “**District**” shall mean the South Kitsap School District No. 402 (SKSD).
- The term “**employee**” shall refer to all employees represented by the Association in the bargaining unit as defined in Article I, Section 1.1.
- The term “**involuntary transfer**” shall mean a change from one building to another without change in salary when the employee has not requested such transfer.
- The term “**joint committee**” shall mean a committee consisting of equal number of members appointed by the Association’s President and the District’s Superintendent, unless otherwise mutually agreed to by the parties.
- The term “**long-term substitute**” shall mean those substitutes who have been employed in the same position in excess of twenty (20) consecutive workdays.
- A “**non-student day**” is a weekday that students are not scheduled for instruction.
- The term “**per diem**” shall mean the daily rate of pay calculated as the employee’s base salary divided by the number of days in the base contract.

- The term “**reassignment**” shall mean a specific change in an employee’s assignment within a school building.
- The term “**represented substitutes**” shall mean those substitutes that meet the Public Employment Relations Commission (P.E.R.C.) requirements for bargaining unit representation.
- The term “**RIF**” shall mean a reduction-in-force.
- The term “**transfer**” shall mean a requested change from one building to another without change in salary.
- The term “**vacancy**” shall mean a new position or open position to which no employee has been assigned.
- The term “**workday**” shall mean one of the days in the employee’s base contract.

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

## **ARTICLE I – RECOGNITION**

### **1.1 Bargaining Unit Definition**

The District recognizes the Association as the sole and exclusive bargaining representative for all professional non-supervisory certificated personnel who are employed by the District, whether under contract or on approved leave of absence. Such representation shall cover all personnel assigned to newly created professional non-supervisory certificated positions unless the parties agree in advance that such positions are supervisory as defined in RCW 41.59.020(4)(d). Such representation shall specifically exclude the Superintendent, Deputy Superintendent, Assistant Superintendent(s), Executive Directors, Directors, Assistant Directors, Principals, Associate Principals and Assistant Principals.

**1.1.1** Members of the bargaining unit granted interim administrative positions, pursuant to the leave provisions of this Agreement, shall retain all rights of membership in the Association upon return to the bargaining unit.

### **1.2 Coverage for Substitutes**

Bargaining unit representation shall also include substitute employees who (a) have been employed by the District for more than thirty (30) workdays within any twelve (12) month period ending during the current or immediately preceding school year and who continue to be available for employment as substitutes and (b) are employed by the District to substitute in a position for the same absent employee where it is anticipated or comes to pass that such assignment is more than twenty (20) consecutive workdays. Substitutes shall be governed by the provisions of Article XI, Substitutes, of this Agreement.

### **1.3 Exclusive Recognition**

The Board and the District agree not to negotiate with or recognize any employee organizations other than the Association during the term of this Agreement.



## **ARTICLE II – STATUS AND ADMINISTRATION OF THE AGREEMENT**

### **2.1 Ratification and Modifications**

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

### **2.2 Agreement Supersedes**

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

### **2.3 Individual Contracts**

All individual employee contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement. Any individual employee contract hereinafter executed shall expressly provide that it is subject to the terms and conditions of this and subsequent Agreements between the District and the Association. If any such individual employee contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

### **2.4 Compliance with Law**

This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any employee or group(s) of employees covered hereby shall be found contrary to law by a court of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, an Attorney General Opinion, or an Auditor's Report, the parties shall meet pursuant to the Act concerning said provision.

### **2.5 Printing and Publication of the Agreement**

Within thirty (30) days after execution of the Agreement by both parties, the District shall print and provide at least two (2) copies of this Agreement for each school in the District (one for the principal's office and one for the staff lounge) and publish an electronic copy of the Agreement on the District website. The District shall also provide the Association with ten (10) additional copies of this Agreement and one electronic copy in Microsoft Word formatted the same as the printed copies. The style and format of printing of the Agreement shall be agreed upon by the District and the Association.

### **2.6 Appendices**

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

## 2.7 Electronic Communications

It is the intent of both the District and the Association to be responsible stewards of natural resources and publicly funded materials. To this end, wherever in this Agreement a notice or document is required to be provided by an employee, the District or the Association, the terms of this agreement may be fulfilled by providing such notice or documentation by printed copy, by electronic communication or by providing information regarding the location of such information on a website, except where the language specifically requires that a notice or document be “printed” or given in a “hard copy” paper format. In any situation where a hard copy exists, it shall be made available for review upon request. Proof of receipt of a document, information or notice will not be presumed simply by the sending of an electronic communication.

## 2.8 Shared Decision-making

**2.8.1 Shared Decision-making Plan.** Each school building shall provide a plan in writing by October 1 to SKEA and the District for making shared or site-based decisions each school year. This plan shall be used for the decisions identified in the collective bargaining agreement as being “shared” or “site-based” and other types of decisions identified in the plan. The plan for shared decision-making shall be developed and agreed upon by a consensus of the certificated staff assigned to the building, except that if true consensus cannot be reached, it shall be approved by a vote of at least 85% of the certificated staff assigned to the building. Buildings which already have a shared decision-making plan are not required to develop a new one each year, but must confirm the consensus on that plan each year prior to October 1.

**2.8.2 Consensus.** As used in this section, the term “consensus” is a result which all staff can live with even if the result is not the one that the individual would have chosen. Persons who would not have chosen that result had the opportunity to express the reasons for their disagreement and had the opportunity to hear alternative viewpoints. A decision reached by consensus is supported by all those involved in making the decision because the wisdom of the group is greater than the individual’s interest.

**2.8.3 Delegation.** One of the values of shared decision-making is that critical decisions are best made by a consensus of the stakeholders impacted by that decision. The parties acknowledge, however, that limited time is available for decision-making. Consequently, work not needing a consensus of the whole staff, as determined by the building model, may be delegated to a representative body (e.g., a site council) in order to respect and maximize the efficient use of time. If a plan uses a representative body, staff must have an opportunity to choose their representation by a democratic process. It is expected that this representative body will communicate with the people they represent before making decisions that will have an impact on these people.

**2.8.4 Limitations.** The decisions reached through a site-based plan may not violate laws, or supersede or alter any provisions of the collective bargaining agreement or the policies and procedures of the District. Any representative body delegated responsibility for shared decision-making shall designate a person to consider the

contractual implications of the team's decisions. That person shall be encouraged to consult with the Association building representative or the Association president to review those implications prior to implementation of decisions, refer disputes to SKEA leadership and keep the shared decision-making team informed of Association views.

- 2.8.5 Communication.** The shared decision-making plan shall include a description of how decisions and pertinent information related to these decisions are communicated. This plan shall also include a method and timeline for the distributing and archiving the minutes from the meeting in which the decision was made.
- 2.8.6 Values.** An effective shared decision-making model includes open dialogue in which issues are presented, defined, discussed, and resolved. Diversity is honored, encouraged, practiced, and modeled. Participants accept responsibility for supporting, agreeing to, or living with the group's decision.
- 2.8.7 Absence of Consensus.** Each plan shall include a decision-making process in which the participants attempt to reach consensus. If a true consensus cannot be reached, the plan shall identify a supermajority percentage by which a decision may be implemented in the absence of consensus.
- 2.8.8 Review.** Each building administrator will meet with SKEA building representatives to discuss the effectiveness of the shared decision-making model at least once before winter break and once between winter break and the end of the school year. Disagreements shall be referred to the SKEA president and District Human Resources administrator. Changes in the shared decision-making plan may be proposed and processed during the annual review referenced in Section 2.8.1.

## ARTICLE III – RIGHTS OF THE ASSOCIATION

### 3.1 Right of Consultation

The Superintendent or designee(s) shall meet with Association representative(s) periodically at mutually arrived times, but at least once monthly, to discuss matters of concern to either party. In addition, the District and Association shall schedule a monthly meeting of a joint committee for the purpose of discussing issues of mutual concern and enhancement of communications. The dates, times and places for such meetings shall be established by mutual agreement. Any regularly scheduled meeting may be canceled or rescheduled by mutual agreement.

**3.1.1** To improve communication and transparency, the Association President and District Human Resources Administrator shall collaborate on the agenda for the communication team meeting. A standing agenda item shall be updates on current work in curriculum, instruction, and assessment in the District. Minutes from this meeting shall be produced on a pre-announced regularly scheduled basis and published to all staff on a staff-accessible website or shared computer drive. The SKEA/SKSD Communication Team will review the effectiveness of Sections 3.1.2 and 3.1.3 at the beginning of each school year.

**3.1.2** The District shall also provide space on a staff-accessible website or shared computer drive for minutes from meetings of various learning support specialists, the SKEA/SKSD Communication team, the Instructional Materials Committee, curriculum adoption committees, and other District committees. This section of the staff-accessible website or shared computer drive will be updated on or before the 1<sup>st</sup> of each month.

**3.1.3** The District shall also provide space on a staff-accessible website or shared computer drive for a synopsis of information pertinent to staffing and/or workload from District Leadership Team meetings, District Cabinet meetings, or any other similar District administration meetings. This section of the staff-accessible website or shared computer drive will be updated on or before the 1<sup>st</sup> of each month.

**3.1.4** The District will use an adoption committee process to make recommendations regarding instructional materials to the Instructional Materials Committee (IMC). The adoption committees shall follow the “adoption committee process” document developed and annually reviewed by the SKEA/SKSD communication team (as applicable to core, supplemental or other instructional material). The adoption committee process will include an opportunity for the adoption committee to receive and respond to any concerns expressed by the IMC or the school board during the adoption process. Final approval of core instructional materials will be made by the school board.

### 3.2 Availability of Information

The District shall provide the Association, upon its request, copies of financial statements that are produced in the regular course of business, copies of reports to the Office of the Superintendent of Public Instruction, copies of actual and projected enrollments and other relevant financial information produced for the Board. The District will also furnish the

Association with Board agendas and minutes of all Board meetings, together with information which may be necessary for the Association to process any grievance.

**3.2.1** The District shall make available to the Association, upon its request, addresses of employees, provided that the Association shall ensure that District lists are not released outside the Association and its affiliates.

**3.2.2** The District shall provide to the Association a monthly updated list of newly assigned employees and substitute employees employed the previous month, their assignments, rate of pay and number of days worked.

### **3.3 Access to District Resources**

Representative(s) duly authorized by the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The representative(s) will notify the building office of the representative's visit. If the building supervisor believes the time of the visit will interfere or interrupt normal school operations, a more appropriate time will be suggested by the building supervisor.

**3.3.1** Any Association meeting commencing immediately prior or subsequent to the employees' workday can be held in any of the district buildings. The Association representative will confer with the building administrator prior to the meeting to determine room availability.

**3.3.2** The site of any Association district-wide meetings held on district premises convened beyond 4:30 p.m. will be approved in advance by the District.

**3.3.3** The Association shall be given thirty (30) minutes at the beginning of the work year to present Association programs to all employees in the bargaining unit.

**3.3.4** The Association shall have the right to use the District's equipment including duplicating equipment, computers, and audiovisual equipment. The Association shall pay according to the established District rate.

**3.3.5 Bulletin Boards.** The Association will be allowed to post notices of activities and matters of Association's concern on a bulletin board to be provided in each faculty lounge or employees' dining area of each building in the District.

**3.3.6** The Association shall be liable for negligence or any willful damage occurring from its use of district buildings and/or equipment.

**3.3.7 Mail System.** The Association may use the District's internal mail distribution system to circulate routine information to its members. The Association shall not use the District mail system to distribute or obtain information regarding political candidates or issues which are a part of any public election or employee strike. The Association will defend and hold harmless the District from any claim arising from the Association's use of the mail system.

### **3.4 Bargaining Representatives.**

When mutually scheduled by the District and Association to participate during working hours in negotiations and grievance processing, the Association representatives will suffer no loss in pay and shall not be harassed or discriminated against because of their participation in these proceedings.

### **3.5 Dues Deductions.**

Prior to August 25 of each school year, the Association shall give written notice to the District of: (a) the dollar amount of dues required of a member of the Association, including substitutes; and (b) which dues are to be deducted during the school year under payroll deduction. The total for these deductions shall not be subject to change without at least thirty (30) days written notice to the District Business Office or unless there is a work stoppage or strike. Any such change shall be implemented by the District within sixty (60) days of the written notice to the District Business Office.

**3.5.1** Employees may sign and deliver to the District an application for membership form which shall authorize deduction of membership dues and assessments required of members of the Association. In the event an employee who is a member of the Association is granted a one (1) year leave of absence without pay, the authorization shall be temporarily suspended during the one (1) year period of the leave of absence and shall be reactivated at the beginning of the year following the leave of absence. Authorization shall continue in effect from year to year unless a request of revocation is submitted to the District and the Association, signed by the employees, and received between August 1 and August 30, preceding the designated school year for which revocation is to take effect.

**3.5.2** The deductions authorized above shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions prorated at one-twelfth (1/12th) of the total annual amount for each month the employee is employed. The District agrees to remit directly to the Washington Education Association all monies so deducted, accompanied by a list of employees from whom the deduction has been made. A duplicate list shall be provided the Association as receipt for said transaction. On or before the monthly pay period, the District shall notify the Association of any changes in said list due to employees entering or leaving the employment of the District.

**3.5.3** If dues, assessments, or fees in excess of the total amount due to the Association at that time were deducted from an employee's pay, the Association agrees to reimburse such employee, provided the Association or its affiliate actually received the excessive amount.

**3.5.4** The Association agrees to defend, indemnify, and hold the District harmless against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any action taken or not taken by the District pursuant to proper implementation of this Section, contingent upon: (1) the District's agreement that the Association shall be authorized to defend such suit through a mutually agreed

upon attorney; but, if agreement cannot be reached, an attorney will be selected by an arbitrator; and (2) the District's agreement to provide full cooperation and information to the Association in defending any suit which may be brought against it as a result of this Agreement.

## **ARTICLE IV – RIGHTS OF THE DISTRICT**

### **4.1 Management Rights**

The rights, powers, authority, and functions of management shall remain exclusively vested in the District, except as expressly limited by the provisions of this Agreement.

### **4.2 Matters not Expressly Covered**

All matters not expressly covered or treated by the language of this Agreement will be administered by the District as from time to time it may determine.

### **4.3 Rules and Regulations**

The right to make reasonable rules and regulations shall be considered acknowledged functions of the District. In making such rules and regulations, the District shall give due regard to the rights of employees and to the obligations imposed by this Agreement and the laws of the State of Washington.



## ARTICLE V – RIGHTS OF THE EMPLOYEE

### 5.1 Non-Discrimination

There shall be no unlawful discipline or discrimination with respect to the employment of any employee because of such employee's domicile; race; creed (including political activity or lack thereof); religion; color; national origin; age; honorably-discharged veteran or military status; sex; sexual orientation (including gender expression or identity); marital status; the presence of any sensory, mental, or physical disability; or the use of a trained dog guide or service animal by a person with a disability.

**5.1.1** Employees represented by the Association shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining.

### 5.2 Citizenship

Every employee has the full rights of citizenship and the exercise thereof, as well as other rights afforded by the rules, regulations and statutes of the United States and the State of Washington. This includes those rights to personal and private life, which do not reflect upon the effectiveness of the individual to teach.

### 5.3 Due Process/Discipline

This Section shall serve as a protection for the employee(s) against unwarranted discipline by the District.

**5.3.1** No employee shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates the action.

**5.3.2** Employees shall be entitled to have present a representative of the Association during any disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present; provided, that the Association shall make a representative available at reasonable times and provided further, that in the event of an emergency situation when the normally designated Association representative is not available, the District may request a representative from the Association approved list for the purpose of holding any required meeting.

**5.3.3** All disciplinary matters pursuant to this Section shall be subject to the Grievance Procedure contained in this Agreement, except that suspensions, discharge, probation and non-renewal of employees shall be subject to appropriate statutes and not subject to arbitration.

### 5.4 Academic Freedom

Academic freedom within the scope of those areas reasonably relevant to the subject matter of the course being taught shall be guaranteed to all employees. Academic freedom includes studying, investigating, presenting or interpreting of facts, information and ideas.

- 5.4.1** Employees shall accept the responsibility of a commitment to the democratic tradition, the rights of students to learn, the pursuit of truth, and a concern for the welfare, growth, and development of students.
- 5.4.2** Employees shall not use the classroom as a public forum to persuade students to accept an employee's personal philosophies and ideas. However, the employee may voice the employee's opinion of issues under investigation, study, or discussion by the employee's students.
  - 5.4.2.1** The employee shall have the responsibility to assign grades to the student. If there is a complaint about a grade, it shall be brought to the attention of the employee. No grade shall be changed without the consent of the employee unless the grade was issued contrary to the employee's published grading policy or District grading policy.
- 5.4.3** Employees agree that their learning objectives/outcomes for each content area shall, if requested, be approved by the building principal or designated supervisor. Employees agree that presented subject matter which deals with controversial issues, which might be considered offensive to the majority of the community, will be reflected in the specific content area's learning objectives/outcomes. Employees agree that content areas which deal with controversial issues not contained in the learning objectives/outcomes shall be approved by the building principal or designated supervisor prior to presentation with students. The spontaneous discussion of topics that arise within the classroom should be handled with discretion and mature judgment.
- 5.4.4** Teachers shall be responsible for the development of daily lesson plans. Lesson plans shall be available to the teacher's supervisor at the teacher's workstation. At the outset of the school year, each teacher shall provide to the school office the specific location of their lesson plans (e.g. top desk drawer on the right, 2<sup>nd</sup> file drawer under "L"). The teacher shall not be required to turn in lesson plans, except for a teacher in the Intensive Assistance or Probation Track or a provisional teacher whose performance has been documented as deficient through the evaluation procedures.
- 5.4.5** Each employee providing services to a special education student will have the opportunity to give input in the placement and decisions regarding that student and shall have access to any pertinent information. A notification system will be in place at each building or site.
- 5.4.6** Consistent with professional responsibility, employees may challenge a perceived lack of permissible flexibility in instructional modalities and techniques by discussing the concern with his or her building principal. If the concern cannot be resolved, then it may be referred to the building's shared decision-making team and the District's Instruction Department for discussion and problem-solving. If the site team and Instruction Department deem lack of flexibility inappropriate, the teacher may supplement curriculum or make other changes to improve student achievement.

## 5.5 Personnel Files

The District maintains three (3) types of personnel files: the permanent employee personnel file, confidential medical files and building working files.

**5.5.1 Permanent Personnel File.** One (1) permanent personnel file (the “Personnel File”) shall be maintained in the Human Resources Office for each employee. This file may contain but is not limited to: the employee’s employment application, individual employment contracts, pay authorizations, transcripts, copies of certificate(s), correspondence, and evaluation reports.

**5.5.2 Medical File.** Confidential medical information will be kept in separate, confidential medical files, which will be maintained in a secure location with limited access consistent with applicable laws.

**5.5.3 Building Working File.** The supervisor/evaluator may maintain a Building Working File for the employees they supervise and/or evaluate, which shall be kept apart from the Personnel File. Such file may contain notes of pre- and post-evaluation conferences and observations that pertain to that employee’s evaluation. Only one Building Working File per employee may be maintained.

**5.5.3.1** A “Coaching Log” documenting verbal feedback, reminders, directives, warnings, or reprimands may also be included in the Building Working File. Verbal reprimands of staff shall be documented in a Coaching Log (e.g., Appendix O). At the time of documentation, employees shall initial a printed copy of any entry placed in the log. The log shall include the date of the incident and the date the incident was discussed with the employee. Should the employee refuse to initial, the administrator may note “Refused to Initial”, sign and date it, and provide the employee with a copy of the log.

**5.5.4 Inspection and Copies.** Employees may inspect the contents of their personnel files and may request copies of the information contained therein. The employee may be accompanied by another person(s) of the employee’s choosing to review the personnel file(s). The District has the right to have present for such inspection an administrator(s) or designee(s).

**5.5.5 Derogatory Materials.** A supervisor is required to inform an employee in a timely fashion, but no later than fifteen (15) workdays, of any complaint about that employee. If possible or appropriate, the District will attempt to bring the parties together to resolve concerns. Documents containing derogatory material will only be placed in the Personnel File or Building Working File after an investigation has been made by the District. No evaluation, correspondence or other materials making any reference to the employee’s, or former employee’s, competence, character, or manner shall be placed in the Personnel File or the Building Working File without the employee’s knowledge and exclusive right to attach the employee’s own comments, with the exception of transcripts, certification documents, verifications of employment and original application materials (e.g. application, resume). Any derogatory material entered into the employee’s Personnel File or Building Working File shall contain the employee’s acknowledgment that the

employee has read such material by affixing the employee's signature and date of receipt on a printed copy of the document. An employee's signature does not indicate agreement with its contents. Should an employee refuse to sign a document containing derogatory material that is to be placed in the Personnel File or Building Working File, the supervisor may note on the document that the employee refused to sign but was provided a copy of the document. A hard copy of the document will be provided to the employee. The employee may include a rebuttal of any derogatory material.

**5.5.5.1** Derogatory material not shown to the employee within fifteen (15) workdays after its receipt by the District shall not be allowed as evidence in any grievance or in any disciplinary action against the employee, unless it is the subject of or developed in the course of a District investigation, in which case the District must make it available for inspection by the employee, upon request, within fifteen (15) workdays following the completion of that investigation.

**5.5.5.2** Any derogatory material (e.g. written warning, reprimand, discipline documentation, discipline report) shall be removed from the employee's Personnel File, if requested in writing, after three (3) calendar years from the date of the incident, provided no similar incident is recorded during the three (3) year period. If two or more similar incidents occur during the three (3) year period, such derogatory material shall remain in the Personnel File as long as the District is required by law to keep that file.

**5.5.5.3** Any derogatory material (e.g. written warning, reprimand, discipline documentation, discipline report) shall be removed from the employee's Building Working File, if requested in writing, after one (1) calendar year from the date of the incident, provided no similar incident is recorded during the one (1) year period.

**5.5.6 Other Files.** The District may maintain other files containing information related to employees, but which are not personnel files. Access to those files, which may contain highly confidential and privileged information, is governed by law (including but not limited to Chapter 42.56 RCW and Chapter 41.59 RCW), rather than by this Agreement. Employees may request copies of documents contained in these files, but such disclosure shall be subject to applicable law (including but not limited to Chapter 42.56 RCW and Chapter 41.59 RCW).

**5.5.6.1 Grievance File.** All documents related to the processing of a grievance, including the forms and responses, shall be maintained in a separate grievance file.

**5.5.6.2 District Legal/Investigative File.** The District maintains legal/investigative files for documents concerning investigations, litigation, and/or other legal activity related to employees or personnel matters.

**5.5.7 Requests for Disclosure.** Public records requests for documents containing sensitive personal information about specific employees shall be handled in accordance with applicable federal and state laws and District policy and procedure. The District will attempt to determine if the employee has consented to the request and, if not, the District will make a reasonable attempt to provide the employee five (5) days notice prior to disclosing documents that the District concludes are subject to disclosure. This section does not waive the District's immunity under RCW 42.56.060 and does not create a contractual claim for wrongful disclosure or failure to provide such notice.

## **5.6 Staff Protection Liability Insurance**

The District shall provide employees with insurance protection covering employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof when such is deemed necessary by the employee(s). Such insurance shall include liability insurance covering injury to persons and property, and insurance protecting the employee(s) from loss or damage of their personal property incurred while so engaged. Personal property insurance supplements the individual employee's insurance which provides the primary coverage.

**5.6.1** The District shall also provide liability insurance for the purpose of protecting employees from bodily injury or property damage liability due to circumstances related to their employment, except for unlawful acts of the employee. Such liability insurance coverage shall include malpractice protection for school health professionals, excluding gross and/or willful negligence, and shall be in accordance with the District's liability insurance policy or policies under the provisions and limitations thereof.

**5.6.2** The District shall also provide employee-owned auto liability for the purpose of protecting employees from bodily injury and property damage liability while operating their own vehicles while on school business. Such coverage shall be for the excess over the employee's personal automobile insurance coverage, whereby the District coverage is secondary and supplementary, and shall be in accordance with the District's liability insurance policy or policies and the provisions and limitations thereof.

## **5.7 Classroom Visitation**

To provide patrons of the District and other interested persons the opportunity to visit classrooms with the least interruptions to the teaching process, the following guidelines are set forth:

**5.7.1** All visitors to a school and/or classroom shall obtain the approval of the principal or the principal's designee. If the visit is to a classroom, the time will be arranged after the principal has conferred with the employee, and the time is agreed upon.

**5.7.2** The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation. If the purpose of the classroom visitation is to observe learning and teaching activities, the visitor may be required to confer with

the employee before or after the observation to enhance understanding of the activities.

## **5.8 Employee Facilities**

- 5.8.1** Each building shall have the following facilities and equipment for the use of staff in that building:
  - 5.8.1.1** Adequate space in each classroom to safely store instructional materials and supplies that the employees and students use on a day-to-day basis.
  - 5.8.1.2** A work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
  - 5.8.1.3** A furnished staff lounge and dining area separate from any work area and equipped with a telephone.
  - 5.8.1.4** A serviceable desk, chair, and filing cabinet of adequate size for each employee.
  - 5.8.1.5** Well-lighted and clean restrooms, separate from student restrooms, as facilities allow, or new facilities are built.
  - 5.8.1.6** Adequate supplies and equipment, including maintenance of the tools and instruments necessary for implementation of music programs.
  - 5.8.1.7** An adequate part of the parking lot at each school will be reserved for employee parking.
- 5.8.2** When employees are required to work outside of regular school hours, access to the work area will be provided.
- 5.8.3** The District agrees to ensure safe and non-hazardous working conditions.
- 5.8.4** **Technology.** The District will continue to support efforts to enhance technology, including efforts to solicit community financial support.
- 5.8.5** **Air Quality.** Teaching, learning, and all work is best conducted only in facilities that are clean and hygienic, and provide temperature within a comfortable range, good lighting, appropriate relative humidity, and sound level conducive to learning and teaching.
- 5.8.6** The District will provide employees access to existing technology and equipment for the purposes of supporting applications for National Board certification.
- 5.8.7** Each preschool classroom will have a designated restroom and a designated diaper change station. There will be a clear method for communicating when these facilities are in use and unavailable to others.
- 5.8.8** Each social worker will be given a private office space with adequate technology to perform the responsibilities of the position.

## 5.9 Student Behavior Protocols and Discipline

The District shall support teachers in their effort to maintain a safe and civil climate and shall respond as soon as possible to a certificated employee's concerns regarding behavior issues. An administrator or designee shall be present in the building during school hours and at school functions for this purpose. Authority for certificated employees to use prudent discipline measures for the safety and well-being of students and teachers shall be supported by the District provided that: (1) certificated employees have followed established District policy and procedures, school-wide behavior plans, and corresponding training; and (2) certificated employees, when appropriate, provide supporting documentation of behavior that led to the incident and the efforts made to correct same. Administrators shall ensure that information is available regarding what action was taken when a student is referred to the office for a discipline issue.

All behavior offenses will be promptly and accurately entered into Skyward and/or any other electronic reporting system the District uses to record student discipline.

The following information and supports will be provided at the District and building level related to student behavior and discipline and staff safety:

**5.9.1 Staff and Student Rights and Responsibilities.** Prior to the first student day, teachers will receive information concerning:

- Student behavior expectations;
- The tiers of behavior support;
- Applicable federal, state, and local laws;
- District rules, regulations and procedures pertaining to student rights, due process, and the processing of student discipline;
- Teacher and student protections outlined in Sections 5.6, 5.8.3, 5.9, 5.9.3, 5.9.4, 5.9.5, 5.9.6, and 5.12 of this agreement.

The District will have procedures for disseminating this same information to teachers who begin after the first school day of the school year and to substitute teachers.

**5.9.2 Annual Review Meeting.** Pursuant to WAC 392-400-225, the staff at each school building will have an annual meeting for the purpose of developing and reviewing building discipline standards and the uniform enforcement of those standards as required by RCW 28A.400.110. Each school building shall provide its discipline plan in writing by October 1 to SKEA and the District each school year. Buildings which already have a plan are not required to develop a new one each year but must confirm the consensus on that plan each year prior to October 1. The District shall, upon request, provide a survey or other tool to the building for reviewing the effectiveness of the building disciplinary plan.

**5.9.3 Information Provided Regarding Specific Students.** In the event the District receives information that a student enrolled in the district is a danger to self or others, the principal/supervisor must provide the information to every employee who supervises or instructs the student. Any information received by an employee

under this section is confidential and may not be further disseminated, except as expressly provided by law.

**5.9.4 Employees' Right to Remove a Student.** An employee has the right to discipline students, including removal from the classroom, provided that such disciplinary action is consistent with Board policy and procedures, and Washington State law.

**5.9.4.1** Unless a student's presence poses an immediate and continuing danger to others, or a student's presence poses an immediate and continuing threat to the educational process, staff members must first attempt one or more forms of other forms of discipline to support students in meeting behavioral expectations before imposing classroom exclusion pursuant to WAC 392-400-330 and 392-400-335. "Other Forms of Discipline" means all other behavior intervention strategies used in response to a behavior violation that do not exclude the student from the instructional setting. These other forms of discipline are used at the discretion of the educator, provided they are consistent with the individual student's needs, the educator's training, best practices, and legal and ethical obligations of the educator, including being applied equitably, in accordance with the District and building student discipline policies. The highest consideration should be given to the judgment of educators regarding conditions necessary to maintain the optimum learning atmosphere.

**5.9.4.2** A student who has been excluded from class in compliance with state law and District policy shall not be returned to that class until the teacher and administrator have conferred or for two days, whichever occurs first. "Conferred" shall mean that the administrator or designee and the teacher have discussed appropriate behavioral expectations, as well as probable interventions, strategies and/or consequences for future, similar infractions by phone or in person. This conference shall not further disrupt classroom instruction. RCW 28A.600.020, WAC 392-400-330 and WAC 392-400-335 also apply to such removals and require, among other things, that any removal of more than the balance of the school day be documented as and meet the standards for suspension, expulsion, or emergency expulsion.

**5.9.5 Use of Restraint or Isolation – Limitations.** Except in the case of imminent danger, no employee will implement isolation and/or restraint procedures without current, proper training from the South Kitsap School District. "Restraint" is defined as physical intervention or force used to control a student, including the use of a restraint device to restrict a student's freedom of movement. "Isolation" is defined as restricting the student alone within a room or any other form of enclosure, from which the student may not leave. Pursuant to RCW 28A.600.485, teachers may use restraint and/or isolation on any student only when reasonably necessary to control spontaneous behavior that poses an imminent likelihood of serious harm. Restraint and/or isolation must be closely monitored to prevent harm to the student and must be discontinued immediately if the student shows more distress or as soon as the likelihood of serious harm has dissipated. Teachers shall document any use of restraint and/or isolation as required by state law and District



policy and shall be available to explain the circumstances of such restraint and/or isolation to parents or advocates for students.

**5.9.6 Emergency Circumstances.** In emergency situations, in order to maintain order and discipline, employees shall 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 and regulations.

**5.9.6.1** A student may be removed immediately from a class, subject or school event by a teacher or authorized personnel without first attempting other forms of discipline only if the student's words or actions pose an immediate and continuing danger to other students or school personnel, or an immediate and continuing threat of material and substantial disruption of the educational process. Otherwise, teachers must first attempt other means of addressing the behavior before removing the student. When a student is removed for emergency circumstances, the teacher or other school personnel must immediately notify the principal or their designee pursuant to WAC 392-400-330.

**5.9.6.2** In situations where there has been a "room clear" or other significant behavioral disruption, if there is to be a communication with parents/guardians, the principal, in consultation with the teacher, will determine who is the best person to make that communication and its content. Such communications should not name individual students. If a student is removed from a classroom after behaviors significant enough to warrant a "room clear," a plan of support will be developed to address the reported behavior with involvement of parents/guardians, administration, student, and teacher. For students with an existing plan, the plan will be reviewed as necessary to ensure it continues to be appropriate.

**5.9.7 Teacher and Student Protections From Violent Behaviors.** Any employee who is the victim of an assault or other violent criminal offense committed by a student shall have the right to all protections outlined in Section 5.12 of this agreement as well as the following:

- meet with a supervisor within two (2) days of the incident or sooner if possible;
- review student data system entry;
- meet with the Assistant Superintendent, if appropriate, within seven (7) days of the incident or sooner if possible;
- be provided access to the Employee Assistance Program; and
- (if requested) receive additional training and/or additional supports collaboratively agreed upon with their supervisor.

An "assault" is when a student physically attacks another with intent to harm, and has three elements: intent, apprehension of a harmful contact, and causation.

**5.9.8** The District shall ensure that any time the building administrators are absent from a school building a non-classroom teacher is designated and available in the building to assist with emergency discipline situations. Each building shall

designate the location(s)/person(s) in each building where a student who has been removed from the class will report. The employee will notify the designated administrator when a student has been removed from class. The employee may request that a meeting be promptly held between the employee, the administrator, and the parent(s)/guardian(s). Any employee who is faced with a disruptive student shall have the right to establish a behavior management plan for that student with the building administrator/designee and parent(s)/guardian(s), as appropriate, and that plan will be supported by the administrator and the employee.

## **5.10 Employment Contracts**

No employee shall be employed in a position of a certificated employee with the District, except by written order of a majority of the Board at a regular or special meeting thereof; nor, unless the employee is the holder of a valid certificate required by law or the State Board of Education for the position for which the employee is employed.

**5.10.1** The Board shall make with each employee employed by it a written contract, which shall conform with the laws of the State of Washington, and except as otherwise provided by law, be limited to a term of not more than one (1) year. Every such contract shall be made in duplicate, one (1) copy to be retained by the District and one (1) copy to be delivered to the employee.

**5.10.2 Regular Contracts.** Regular contracts are as follows:

**5.10.2.1 Continuing Contract.** For regular certificated employees employed pursuant to RCW 28A.405.210.

**5.10.2.2 Provisional Contract.** For certificated employees new to the District, pursuant to RCW 28A.405.220.

**5.10.2.3 Leave Replacement Contract.** For certificated employees hired to replace employees who have been granted leave, pursuant to RCW 28A.405.900. Certificated employees may be hired on a leave replacement contract basis to replace an employee who has been or will be on a leave of absence, either with or without pay, for a period exceeding sixty (60) workdays. Such contract will not be issued, however, unless the District holds a written statement from the employee on leave to the effect that the employee will not return for the balance of the leave replacement contract. Employment to replace employees on leave of absence for less than sixty (60) workdays shall be on a substitute basis.

**5.10.2.4 Post-Retirement Contract.** For retirees hired for post-retirement employment, pursuant to RCW 28A.405.900. Such post-retirement employment contracts are non-continuing contracts, that is, they expire automatically at the end of the contract period with no right or expectation of renewal. Post-retirement employment contracts shall only be available to the extent permitted by and consistent with Washington State law.

**5.10.2.4.1** The District assumes no responsibility for the pension impact of post-retirement employment; rather, retirees themselves are solely responsible for compliance with post-retirement conditions (e.g. break-in service requirements and work hour limitations) under applicable retirement statutes and regulations.

**5.10.2.5 Length of Regular Contracts.** The total length of the regular employee's individual base contract shall be 185 days, prorated for those who: (1) commence employment after the start of the year; (2) take a leave of absence; (3) separate employment prior to the scheduled end of the year; or (4) accept a part-time assignment.

**5.10.3 Release From Contract.** An employee under continuing or provisional contract shall be released from the obligations of the contract upon request under the following conditions:

**5.10.3.1** A letter of resignation must be submitted to the Human Resources office with a copy to the employee's immediate supervisor.

**5.10.3.2** A release from contract prior to July 1 shall be granted provided a letter of resignation is submitted prior to that date.

**5.10.3.3** A release from contract shall be granted after July 1 provided a satisfactory replacement can be obtained.

**5.10.3.4** A release from contract shall be granted upon the employee's request in case of illness as verified in writing by a licensed health provider or for other personal matters.

**5.10.4 Supplemental Contracts.** There shall be a supplemental contract for District-authorized extra-curricular and supplemental assignments. Appointments to supplemental assignments shall be for up to one (1) year and shall be consistent with statutory provisions. Supplemental assignments shall not be required as a condition of continuing or future employment.

The employee shall have the option of declining the opportunity for the supplemental contract beyond the base contract. If the employee has indicated acceptance of the supplemental contract, the employee will be expected to fulfill the obligation.

**5.10.4.1** The District agrees to issue supplemental contracts whenever possible no later than thirty (30) days prior to the effective date of the supplemental contract period.

**5.10.4.2** Should a supplemental contract not be reissued; the employee is entitled to a written statement from the immediate supervisor stating the specific cause(s) for non-issuance of the contract. In the event an employee is terminated from a supplemental contract, or the position is eliminated for the following school year, the District shall make every effort to notify the employee in writing by June 1, except by mutual agreement.

**5.10.4.3** In the event that an employee decides to resign the employee's assignment, the employee shall make every effort to notify the District in writing by June 1.

**5.10.5 In-Lieu of Planning Period Contract.** The preference of the parties shall be to combine one-period assignments into half-time or more positions and hire additional staff for the part-time position, whenever practical. If combining small-FTE assignments is not practical under the particular circumstances, a one-period contract may be issued, but only upon mutual agreement of the District and the Association on a case-by-case basis. Permission for issuance of the one-period contract shall not be unreasonably denied. The employee selected shall be issued a supplemental contract for teaching in lieu of their planning period. No employee will be required to teach an additional period during his or her planning period.

## **5.11 Beginning Employee Assistance Program (BEAP)**

**5.11.1** The selection process for the mentor will begin at the building level through a committee made up of employees and the building principal. The selection of the mentor will be based on interest, level or subject matter, academic preparation, demonstrated leadership, teaching expertise, and experience. The building principal will make a recommendation to the Superintendent's designee who shall make the final approval of the recommended mentor.

**5.11.2** No information obtained as a result of the mentor program may be used in the evaluation of either the mentor or the beginning employee.

## **5.12 Assaults on Employees**

Any incident which could constitute assault and battery upon an employee while acting within the scope of his or her employment shall be reported promptly to the employee's immediate supervisor for investigation and immediate protective measures if warranted. The Association will upon request receive a report on the investigation conducted by administration. The District shall provide support to the employee for such events, including assistance reporting such events to law enforcement, paid leave for participation in any legal proceedings initiated and prosecuted by law enforcement authorities, reimbursement for any out-of-pocket medical expenses not covered by insurance or workers compensation, and reimbursement for any damaged personal property used within a professional capacity not covered by other insurance.

## **5.13 Public Records Requests**

If the District receives a public records request for information that may be held on the personal electronic device of an employee, the District will notify the employee and provide at least five (5) workdays to produce the information or provide an affidavit that no public records exist on the personal electronic device. Information requested must meet the definition of "public records" and no personal information beyond the scope of that definition will be required to be provided to the District. The employee will search the device and provide the information responsive to the request. If the employee objects to production of the information, the employee will be given at least five (5) business days to seek an injunction for protection of the information.

If the District receives a public records request for a list of certificated employee information, the District will notify the Association at the same time the District acknowledges receipt of the request for the requestor. The Association will be given at least five (5) business days to notify members and decide whether to seek an injunction for protection of the information.

#### **5.14 Breaks for Lactation/Expression of Milk**

The District shall provide reasonable break time and a specific location for employee lactation needs in accordance with Washington law. In all cases, the district shall work with the employee to identify a convenient location and work schedule to accommodate their needs.

## ARTICLE VI – WORK ASSIGNMENTS, SCHEDULES AND LOADS

### 6.1 Employee Work Calendar

The employee work calendars for the years covered by this Agreement are printed in Appendix A and incorporated herein by reference. Unless the parties agree otherwise prior to March 1, the employee work calendar for the succeeding school year shall be constructed in accordance with the subsections below (and other relevant provisions of this Agreement, such as Section 6.11).

**6.1.1** The school year shall begin on the Tuesday following Labor Day and contain 180 school days. The school year shall contain the following breaks/non-workdays:

- a. Veterans Day;
- b. Thanksgiving Day and the day after Thanksgiving Day;
- c. Winter Break (10 consecutive weekdays beginning on the Monday before Christmas if Christmas is on a Wednesday through Saturday or beginning on the Thursday before Christmas if Christmas is on Sunday through Tuesday);
- d. Martin Luther King Jr. Day;
- e. Presidents Day and the day after Presidents Day;
- f. Spring Break (5 consecutive weekdays beginning on a Monday of the first week in which a majority of the weekdays are in April); and
- g. Memorial Day; and
- h. Juneteenth, if the school calendar extends beyond June 19.

**6.1.2** The school year shall have five (5) non-student workdays in the 185-day base contract Three (3) shall be scheduled on the Tuesday, Wednesday and Thursday of the week preceding the first week of school; one (1) shall be scheduled on the Indigenous Peoples' holiday; and one (1) shall be scheduled on the day between the secondary semesters. Employees shall work 7.5 hours on each of these days. Employees with a part-time assignment hired prior to these non-student workdays shall be offered a supplemental contract to work the full day (see Section 9.2.1).

**6.1.2.1 Elementary.** For elementary employees, one (1) of the non-student workdays in August, the one (1) non-student workday on Indigenous Peoples' Day, and the one (1) non-student workday between the secondary semesters shall be professional learning days described in Section 6.1.6 below. Elementary employees shall have one (1) of the non-student workdays in August for classroom and lesson preparation, and one (1) non-student workday in August shall be directed by the principal or administrative supervisor provided that employees shall be given at least five (5) hours for individual or team planning (which may include school year start-up activities).

**6.1.2.2 Secondary.** For secondary employees, two (2) non-student workdays in August and the one (1) non-student workday on Indigenous Peoples' Day shall be professional learning days described in Section 6.1.6 below. Secondary employees shall have the one (1) non-student workday between the secondary semesters for classroom and lesson preparation, and one (1) non-student workday in August shall be directed by the principal or administrative supervisor provided that employees shall be given at least five (5) hours for individual or team planning (which may include school year start-up activities).

**6.1.3** The calendar shall contain five (5) one-half (1/2) student early release days: the first Friday in October, the day before Thanksgiving Break, the day before Winter Break, the second Friday in March, and the last day of school. Two (2) of these days (the Fridays in October and March) shall be for professional learning as described in Section 6.1.6 below. One of these days (the last day of school) shall be used by individual employees for end-of-year activities. Certificated employees shall be released two and one-half (2½) hours early on the remaining two (2) early release days.

**6.1.4** The purpose of student conferencing is to increase student achievement by communicating with parents. The calendar shall contain ten (10) one-half (1/2) student early release days for elementary conferences, eight (8) one-half (1/2) student early release days for middle school conferences, and five (5) half-days for high school conferences. For elementary, fall conferences will be scheduled for the eighth calendar week of the school year and spring conferences will be scheduled for the week prior to Spring Break. For middle schools, fall conferences shall be scheduled for the last four (4) days during the eighth calendar week of the school year, and the four (4) days prior to Spring Break. For high school, fall conferences will be scheduled for the last three (3) days of the eighth week of the school year, and spring conferences will be scheduled for the two (2) days prior to Spring Break. In the event a building develops a schedule that includes employees conferencing before or after the workday, employees shall be compensated with equivalent release time.

The conferencing model shall be determined by the shared decision-making process at the building level. This does not preclude any staff member from using available current technology to engage families in their student's education and does not preclude a school from having a different model in the spring than the fall.

**6.1.5** The student instruction schedule on one-half (½) day student early release days will be determined mutually by employees and principals or site administrators. When elementary buildings create half-day schedules, specialists shall be provided with a 15-minute break during the student day.

**6.1.6** The work year calendar shall include three (3) professional learning days (PLDs) as described in Section 6.1.2 above and two (2) one-half (1/2) student early release days for professional learning as described in Section 6.1.3. Activities on the PLDs and professional learning half-days shall be determined by District and school administrators consistent, provided that activities are intended to be relevant to the work assignments and professional interests of each type of certificated employee.

- 6.1.7 If an employee workday is cancelled due to weather or similar emergencies, the make-up days will be added to the end of the school year.
- 6.1.8 The school terms for each school level (trimesters, quarters, and semesters) will be set with an approximately balanced number of days in each term, with specific dates to be determined from year to year by agreement between the District and Association.
- 6.1.9 The parties agree to reopen the topic of the work year calendar in the event of changes in law or regulations that directly impact the calendar, such as a change in the number of funded professional learning days or the number of required school days.
- 6.1.10 As regularly scheduled non-student workdays, employees may use authorized leaves in accordance with the terms of Article VII on the non-student workdays described in Section 6.1.2.

**6.2 Workday**

The total length of the workday shall be seven-and-one-half (7-1/2) continuous hours for all full-time employees, including a duty-free thirty (30) minute lunch break. Full-time employees shall begin their workday thirty (30) minutes before the students’ regular school day begins and shall continue until twenty-five (25) minutes after the students’ school day ends (commonly called “WAC time” and historically the half-hour before and after the student’s school day, and consistent with workday adjustments described in Section 6.11.2 (Collaboration Wednesdays)). The purpose of the time before and after the school day is to prepare for instruction and to be available for student and family appointments. Part-time employees shall have their schedule adjusted on a pro-rated basis. For those employees in the secondary schools working less than full-time, the parties agree to the following compensation and required work time schedule:

<b>Number of class periods taught:</b>	<b>Percent of pay of FTE contract</b>	<b>Total % and # of hours of workday to be worked (excluding lunch &amp; including planning &amp; WAC time)</b>
1	20%	20% / 1.40 hours
2	40%	40% / 2.80 hours
3	60%	60% / 4.20 hours
4	80%	80% / 5.60 hours

**6.2.1 Emergency Schedule.** In the event the District decides to delay the opening of school(s), employees should attempt to arrive as soon as safely possible, but shall report no later than thirty (30) minutes before the students arrive. Employees may leave thirty (30) minutes after students are dismissed. If the employee is unable to report prior to the start of the instructional day, the employee may apply for emergency leave. At the beginning of the school year, each building will determine a method of expedient communication to inform employees of any change in the school schedule.



**6.2.2 Open House.** K-8 Employees shall be required to participate in an open house activity in their school building or work site, which extends beyond the workday. Buildings may schedule an alternative activity as long as it meets the same purpose (increasing student learning by connecting parents and school staff early in the school year). The parties agree that it is not the intent of this opportunity to eliminate the Open House activity but rather to provide buildings with flexibility to meet this need through other means.

**6.2.3 Supervision Duties.** Any assigned duty beyond the instructional time within the school day to supervise students, i.e. bus or hall duty shall be fairly and equitably assigned in a manner easily understood by all concerned. Such duties shall not conflict with the employee's classroom schedule.

**6.2.4 Planning Times.** Planning times for full-time teachers shall be provided as follows, with planning time for part-time teachers pro-rated accordingly:

**6.2.4.1 Elementary Planning.** Elementary teachers with full-time assignments (including specialists) shall have two hundred (200) minutes per five (5) day regular workweek of scheduled plan time, with a minimum of forty (40) continuous minutes for uninterrupted planning within the instructional day and thirty (30) minutes duty-free recesses each regular workday, except in cases of emergency. Each 1.0 FTE elementary physical education, music (“elementary specialist”) shall teach thirty-four (34) sections of forty (40) minutes each per week. Buildings may utilize an option, upon agreement between the principal, classroom staff and specialists, which allows modification to this plan schedule according to building needs and the concerns of classroom staff and specialists.

**6.2.4.1.1 Elementary Self-Contained Special Education.** Elementary self-contained special education teachers shall have two hundred (200) minutes per five (5) day regular workweek of scheduled plan time.

**6.2.4.2 Secondary Planning.** Secondary teachers with full-time assignments shall have the equivalent of one (1) class period each school day (two hundred fifty (250) minutes per week) to be used for uninterrupted instructional planning, except in cases of emergency. The two hundred fifty (250) minutes per week may be provided as an average over the course of one to three weeks using alternating or rotating class schedules. Teachers will not be assigned more than five (5) student contact periods per class schedule rotation, and not more than one (1) advisory-type period per day, except for approved zero hour and in-lieu of planning assignments. Secondary schools may request a waiver to accommodate an alternate schedule that falls outside the parameters of this section.

Any PAC/Tutorial/Advisory period that is not counted as a student contact period or included in the daily class size limits in Section 6.3 will meet the following guidelines:

- a. Not a graded class at the Middle School level.
- b. Site-based decisions will be made on the use of advisory/homeroom, and no one building's decision in this regard shall set a precedent for the entire district. A site-based plan for the use of advisory/homeroom is to be submitted to the Association by October 1 each year, along with the site-based decision-making model.
- c. No lesson planning by the teacher is to be required in PAC/tutorial/advisory. The option to run lessons for the purpose of MTSS will be left up to the discretion of the teacher based on the needs of his or her students.

**6.2.4.3 Part-time Employees** Part-time employees (less than 1.0 FTE) shall receive a duty-free lunch and plan time on a pro-rated basis consistent with their contract FTE time.

**6.2.4.4** Principals shall invite all stakeholders to provide input into planning time schedules.

**6.2.4.5** Staff members, including special education teachers, shall not be required as a part of their regularly scheduled assignment to prepare the lesson plans or instruction for their own scheduled planning time.

**6.2.4.6** Each building shall have a written plan for how students will be scheduled and/or supervised so that special education teachers are provided their weekly planning time minutes and daily duty-free lunch minutes without obligations for supervision of students. A copy of this plan will be provided to the special education teacher. If the plan is disrupted, an administrator should be contacted to find a mutually agreeable resolution.

**6.2.4.7** Collaboration between teachers and paraeducators is important for positive impact on student learning. Each building will have a plan for regular weekly or monthly collaboration, during the teacher workday, between teachers and the paraeducators who serve the students on their caseload or in their classroom.

**6.2.4.8 Nurse Office Hours.** Each nurse will have an average of at least 200 minutes per week of office time during the regular 7.5 hour on site workday for the completion of required state and District paperwork (e.g., medication inventory, individual health plans, field trip paperwork, reviewing doctor orders, verifying medication expiration dates, etc.) Other staff members will be assigned to cover the health room during these times. Such office hours will not be interrupted except for medical emergencies.

- 6.2.5 Required Travel.** All employees who are required to travel from one work duty station to another work duty station shall have travel time included in the regular workday.
- 6.2.6 Elementary Workday.** Elementary school employees shall not be assigned regular or periodic before- and after-school supervision duty. Elementary schools may offer employees a stipend for before- and/or after-school supervision duties. The stipend shall be clearly defined and communicated by the building administrator prior to any supervision assignment and the first day of school. Such supervision assignments must be optional, and no employee will be coerced to accept such assignment. Elementary employees may not be required to open their classrooms to students more than five minutes before the start of the student day for the purposes of supervision. Consistent with Section 6.2 of the CBA, the purpose of the time before and after the school day is to prepare for instruction and to be available for student and family appointments.
- 6.2.7 Itinerant Elementary Specialist Schedules.** Schedules for itinerant elementary specialists shall be determined after reviewing planning time schedule preferences and instructional needs from each building site. Elementary Team Leads shall collect and summarize input from itinerant teachers for use in developing District schedules for itinerant teachers, including sufficient time for transitioning from one work site to another. The District shall attempt to minimize assignments in which teachers travel from one work site to another within the same workday.
- 6.2.8** The District will provide classified student supervision staffing for late HiCap/SOAR buses.

### **6.3 Workload**

The parties acknowledge the importance of class size and caseload issues, including state funding and the impact of inclusion models and as such, individual employees are encouraged to review any concerns at the appropriate building/department level. In the event the concern may not be resolved at the appropriate building/department level, the employee can request review of the concern by the SKEA President or the District, either of whom may also review the matter with the SKEA/SKSD Advisory Council. The District may reopen the class size numbers below in the event the State reduces levy equalization or basic ed teacher allocation ratios below 2012-2013 funding levels.

The parties expressly agree that the number of students assigned to a class roster impact both the workload of the employee(s) and the success of the educational programs of the District. The parties also agree that the unique mix of students in any particular class has an impact on workload and instruction. Within each school, employees' classes will be composed so that the classroom responsibilities of the respective employees in a grade, department or program shall be equitably apportioned with special consideration for the curricular/program needs of the students. The District will pursue system-wide understanding of the continuum of services and which students are most appropriately placed in each component. The District will support staff to appropriately place students. The process for reviewing concerns regarding student placements is described in the paragraph above. See also Sections 6.3.12 and 6.3.14 below.

The “projected staffing ratio” will be used in the spring for determining initial fall staffing in each school. Average class size in elementary schools shall not exceed a district-wide average of twenty-six (26) students. Average class size in secondary schools shall not exceed a district-wide average of thirty-two (32) students. If the District is unable to meet these averages (e.g. student enrollment anomalies and physical space limitations at the school), at any given school by the first count day in October, the Association and the District shall mutually agree to a solution, with the understanding that adding certificated staff is the preference. Alternative learning teachers and programs shall be excluded when considering district wide averages.

For the purposes of establishing a district-wide average, the following exclusions will apply:

Elementary school certificated staff to be excluded:

- ESAs (counselors, nurses, social workers, etc.)
- Specialists (art, music, PE)
- Librarians
- Instructional Specialists / Helping Teachers
- Head teachers
- Supplemental support staff
- TOSAs
- Special Education Teachers

Secondary school certificated staff to be excluded:

- ESAs (counselors, nurses, etc.)
- Deans of Students
- Instructional Specialists
- Librarians
- TOSAs
- Special Education Teachers in self-contained programs

Instructional Specialists are to support student learning and teaching staff. Specialists will provide instructional services to struggling students, guide teaching practices and support the implementation of curricula.

**6.3.1 Elementary Workload.** The District will make one of its high priorities the reduction of the District student/teacher ratio. In keeping with this priority, the District will staff at or below the following projected staffing ratios in the spring and summer when determining initial fall staffing for each school. Teachers will not be required to track overload pay; it will be the responsibility of the district to track overload pay. When enrollments exceed the overload support triggers, the District will support teachers using the remedies described below.

Level	Projected Staffing Ratio	Overload Support Trigger
K-3 <sup>rd</sup> regular classroom	1:23	1:24

4 <sup>th</sup> regular classroom		1:27		1:28
5 <sup>th</sup> regular classroom		1:29		1:30

**Note:** Each special education student included in a general education class shall be counted for the purpose of the overload triggers above.

**6.3.1.1 Elementary Reached Overload Triggers.** When a class size in grades K-5 has reached its overload trigger and maintained that level for eight (8) continuous school days, the teacher shall receive a stipend equal to seven dollars (\$7.00) per day. Payment shall continue as long as the class is at the overload trigger.

**6.3.1.2 Elementary Exceeded Overload Triggers.** When a class size in grades K-5 has exceeded its overload trigger and maintains that level for eight (8) continuous school days, the teacher shall receive fourteen dollars (\$14.00) per day, per student over the overload trigger, with payment retroactive to the first day the overload trigger was exceeded. When the overload trigger is exceeded, a meeting between the teacher, the principal, and a District representative will take place within eight (8) workdays of the first day the size exceeded the ratio. The purpose of the meeting is to select appropriate alternative(s) to remedy the situation. Options, listed in alphabetical and not priority order, include, but are not limited to: continuing the fourteen-dollar (\$14.00) payment stipend to the teacher, hiring a new teacher, providing paraeducator time, transferring students between teachers and buildings, or transferring a teacher(s). The affected teacher(s), principal, and District representative must mutually agree to paraeducator time or the payment of a stipend to remedy the situation. Utilization of the options of paraeducators or payment of stipends will be considered by the District to be a short-term solution. The District shall make a reasonable attempt to remedy the classroom overload situation prior to utilizing the teacher paraeducator time or payment of stipends options.

**6.3.1.3 Combination Classes.** There shall be no combined classes taught by a single teacher. The limits on split classes shall not apply to multi-age classroom educational models mutually agreed and developed by teachers and the District.

**6.3.1.4** When a class size for an elementary music teacher, PE teacher or librarian has reached its overload trigger for the applicable grade level and maintained that level for eight (8) school days, the teacher shall receive two dollars (\$2.00) per student per class period or student load at the overload trigger with payment retroactive to the first day the overload trigger was reached; provided, however, that students who attend the class with paraeducator support will not count as part of the class size. Payment shall continue as long as the class or student load is at its overload trigger.

When a class size for an elementary music teacher, PE teacher or librarian has exceeded its overload trigger for the applicable grade level

and maintains that level for eight (8) continuous school days, the teacher shall receive four dollars (\$4.00) per student per class period or student load over the overload trigger with payment retroactive to the first day the overload trigger was exceeded; provided, however, that students who attend the class with paraeducator support will not count as part of the class size. Payment shall continue as long as the class or student load is over its overload trigger.

**6.3.1.5 Kindergarten.** Each Kindergarten class shall be staffed with at least a four and one-half (4½) hour/day paraeducator. Paraeducators assigned to students in Kindergarten classrooms will not be pulled from working with Kindergarten students except in emergencies.

**6.3.1.6 Elementary Librarians.** Each 1.0 FTE elementary librarian shall teach 17-20 sections of forty (40) minutes each per week. If an elementary librarian is assigned more than seventeen (17) sections, the District shall provide one hour of paraeducator time per week for each additional section. If an elementary librarian is assigned more than twenty (20) sections, the District shall provide two hours of paraeducator time per week for each additional section for the purpose of keeping the library open for students. The building principal and librarian will collaboratively determine when the library is open for students. If an elementary librarian is assigned more than twenty-three (23) sections, the District shall additionally pay forty (40) minutes per diem compensation for each section above twenty-three (23).

**6.3.2 Secondary Workload.** The District will make one of its high priorities the reduction of the District student teacher ratio. In keeping with this priority, the District will staff at or below the following projected staffing ratios in the spring and summer when determining initial fall staffing for each school. Teachers will not be required to track overload pay; it will be the responsibility of the district to track overload pay. When enrollments exceed the overload support triggers, the District will support teachers using the remedies described below.

Level	Projected Staffing Ratio	Overload Support Trigger	Total Student Load
6-8 Academic classes	1:29	1:31	1:155
9-12 Academic classes	1:31	1:33	1:165
6-12 PE	1:35	1:36	1:180
6-12 Music (Choral/Band/Orchestra)	A second employee (certificated or classified) in classes over 65 students		

The District may assign students to classes up to the overload trigger. Academic classes are defined as Language Arts, Social Studies, Health, Mathematics, Science, Art, Career and Technical Education and World Languages for the purposes of this Section. Administration will meet with high school science teachers twice a year to address student safety needs in all laboratory spaces.

**6.3.2.1 Secondary Reached Overload Triggers.** When a class size or total student load in grades 6-12 has reached its overload trigger and maintained that level for eight (8) continuous school days, the teacher shall receive two dollars (\$2.00) per student per class period or student load at the overload trigger with payment retroactive to the first day the overload trigger was reached; provided, however, that a student tutor or a student assistant will not count as part of the class size. Payment shall continue as long as the class or student load is at its overload trigger.

**6.3.2.2 Secondary Exceeded Overload Triggers.** When a class size or total student load in grades 6-12 has exceeded its overload trigger and maintains that level for eight (8) continuous school days, the teacher shall receive four dollars (\$4.00) per student per class period or student load over the overload trigger with payment retroactive to the first day the overload trigger was exceeded; provided, however, that a student tutor or a student assistant will not count as a part of the class size. When the overload trigger is exceeded, a meeting will take place between the teacher, the principal, and a District representative within eight (8) workdays of the first day the size exceeded the ratio. The purpose of the meeting is to select appropriate alternative(s) to remedy the situation. Options, listed in alphabetical and not priority order, include, but are not limited to: continuing the stipend payment, hiring a new teacher, providing paraeducator time, transferring students between teachers and buildings, or transferring a teacher(s). The affected teacher, principal, and District representative must mutually agree to paraeducator time or the payment of a stipend to remedy the situation. Utilization of the options of paraeducators or payment of stipends will be considered by the District to be a short-term solution. The District shall make a reasonable attempt to remedy the classroom or total student overload situation prior to utilizing the paraeducator time or payment of stipends options.

**6.3.3 Title I/LAP Workload.** The District recognizes that the following case load limits for Title I/LAP are preferred: 40 cases for full-time instructors, 20 cases for half-time instructors. The District will follow federal and state guidelines in staffing Title I/LAP.

**6.3.4 Special Education Employee Workload.** The following class size/workload guidelines shall be utilized when staffing special education positions:

Description	Case Load	Class Size	Support Staff
Pre-School	18 students/1.0 FTE 23 students/1.0 FTE for itinerant	Averaging	1 para per on site class, 2 in any section of at least 6 students, or lower when required by student need: 1 para per itinerant

Functional Adaptive	11 students/1.0 FTE	Preferred 10 with balancing between locations	1 para per class, 2 when there are more than 6 students
Social Communication FA	11 students/1.0 FTE	Preferred 10 with balancing between locations	1 para per class, 2 when there are more than 6 students
EBSP	11 students/1.0 FTE	Preferred 10 with balancing between locations	1 para per class, 2 when there are more than 6 students
Academic Social Communication	16 students/1.0 FTE	Preferred 15	1 para per class, 2 when there are at least 8 students
Academic Adaptive	16 students/1.0 FTE	Preferred 15	1 para per class, 2 when there are at least 8 students
Resource	25 students/1.0 FTE	Secondary limit of 14, with 12 preferred	Para staffing at least equal to certificated teacher staffing, with more based on need

The certificated and classified staffing numbers above are minimums and the District may add more FTE based on student program need. Additional program or student support is determined on a case-by-case basis in accordance with the South Kitsap Special Education procedural guidelines and may address issues such as, but not limited to, the number of grade bands covered in a program, total number of students, or individual student need. The class size/workload guidelines in the chart are described in further detail below. If the District initiates a new category of special education program (other than the programs identified in the chart above), the Association has the right to bargain appropriate case load, class size and support staff provisions.

**6.3.4.1 Preschool.** The class size/workload maximum for a regular special education preschool will be eighteen (18) students per full-time equivalent teacher. Class averaging shall be approved by the preschool teacher. The class size maximum for an itinerant special education preschool teacher shall be twenty-three (23) students per full-time equivalent teacher. Each preschool section will be staffed with at least 1 program paraeducator and a second paraeducator for any section of at least 6 students, or lower when required by student need. Preschool classes with only one paraeducator during student class time will not have such paraeducator temporarily reassigned to other classes for staffing emergencies (i.e., an absence of paraeducators or substitutes in other classrooms).

**6.3.4.2 Functional Adaptive.** A maximum class size/workload of eleven (11) students may be placed full-time in a functional adaptive classroom. However, the District will make efforts to achieve a preferred enrollment of ten (10) full-time students and the District will, at the beginning of the school year, make efforts to assure some degree of



balance in enrollments between similar classrooms. Each classroom will have at least one (1) full student-day paraeducator; each classroom with more than six (6) students shall be provided with at least two (2) full student-day paraeducators.

- 6.3.4.3 Social Communication Functional Adaptive.** A maximum class size/workload of eleven (11) students may be placed full-time in a social communication functional adaptive classroom. However, the District will make efforts to achieve a preferred enrollment of ten (10) full-time students and the District will, at the beginning of the school year, make efforts to assure some degree of balance in enrollments between similar classrooms. Each classroom will have at least one (1) full student-day paraeducator; each classroom with more than six (6) students shall be provided with at least two (2) full student-day paraeducators.
- 6.3.4.4 Emotional Behavior Support Program Classroom.** A maximum class size/workload of eleven (11) students may be placed full-time in an emotional behavior support program (EBSP) classroom. However, the District will make efforts to achieve a preferred enrollment of ten (10) full-time students and the District will, at the beginning of the school year, make efforts to assure some degree of balance in enrollments between similar classrooms. Each classroom will have at least one (1) full student-day paraeducator; each classroom with more than six (6) students shall be provided with at least two (2) full student-day paraeducators.
- 6.3.4.5 Academic Social Communication.** A maximum class size/workload of sixteen (16) students may be placed full-time in an academic social communication classroom. However, the District will make efforts to achieve a preferred enrollment of fifteen (15) full-time students and the District will, at the beginning of the school year, and with new placements, make efforts to assure some degree of balance in enrollments between similar classrooms. An academic social communication classroom shall have at least one (1) full student-day paraeducator, and when such class reaches eight (8) students, two (2) full student-day paraeducators will be employed.
- 6.3.4.6 Academic Adaptive .** A maximum class size/workload of sixteen (16) students may be placed full-time in an academic adaptive classroom. However, the District will make efforts to achieve a preferred enrollment of fifteen (15) full-time students and the District will, at the beginning of the school year, and with new placements, make efforts to assure some degree of balance in enrollments between similar classrooms. An academic adaptive classroom shall have at least one (1) full student-day paraeducator, and when such class reaches eight (8) students, two (2) full student-day paraeducators will be employed.
- 6.3.4.7 Resource Support.** The maximum workload shall be twenty-five (25) students with IEPs. In the resource rooms of elementary schools where students can be included into the regular classroom, staff may access the

equivalent of two (2) half-days per month without students to complete other special education duties. In secondary schools, resource room classes shall not exceed 14 students, although every effort will be made to keep class sizes at 12 or fewer students. The District will provide Resource program paraeducator staffing at least equal to Resource program certificated staffing headcount and hire additional paraeducator staff when necessary to meet IEP and student need. Paraeducator scheduling shall be collaboratively made to meet IEP/student need.

- 6.3.4.8 Special Education Reached Maximums.** When a special education workload, as defined in 6.3.4.1 through 6.3.4.7, above, has reached its maximum and maintained that level for eight (8) continuous school days, the teacher shall receive a stipend equal to four dollars (\$4.00) per day with payment retroactive to the first day the maximum was reached. Payment shall continue as long as the class is at maximum load.
- 6.3.4.9 Special Education Exceeded Maximums.** When a special education class size/workload as defined in 6.3.4.1 through 6.3.4.7 above, has exceeded its maximum and maintains that level for eight (8) continuous school days, the teacher shall receive eight dollars (\$8.00) per day per student over the maximum, with payment retroactive to the first day the maximum was exceeded. When the maximum ratio for special education is exceeded, a joint meeting between the building supervisor, the Director of Special Education or designee and involved staff will take place within eight (8) workdays. The purpose of the meeting is to select appropriate alternative(s) to remedy the situation. Options in alphabetical but not priority order, include, but are not limited to: additional clerical time, additional paraeducator time, additional teacher time, increase inclusion time, if appropriate; reorganization of class schedule, transfer an employee(s), transfer students between employees and buildings, or other action to alleviate the overage.
- 6.3.4.10** It shall be the duty of the special education teacher to report in writing any special education workload overage to the building supervisor and Director of Special Education.
- 6.3.4.11** The District will work with relevant staff members to schedule site visits before placement decisions are made when students are transitioning between schools or school levels. Transition meetings for such placements will be scheduled during the regular workday. A copy of the current district program descriptions will be provided to the transition teams for use during placement decisions.
- 6.3.4.12** The District will implement enhanced daily cleaning protocols for all functional adaptive, preschool, and medically fragile classrooms including daily vacuuming, sweeping and /or mopping (depending on type of floor surface) and the daily sanitizing of other surfaces. The District will ensure a means for all students to have dry, unsoiled

clothing during the school day and the trip home (e.g., washer/dryer, laundry service, extra clothing, etc.)

**6.3.5 Special Education Support Staff (ESAs) Workload.** It is recognized that many variables impact the caseloads of Special Education Support Staff. These variables need to be considered when reviewing individual caseloads. It is also recognized that there may be a caseload range considered for best practice to meet student needs. Every attempt will be made to follow the recommended caseload ranges for the best practices of Special Education Services. An annual, or as needed, meeting will be conducted between the support staff and supervisor to review assignments and equity of caseloads. Variables to be considered when reviewing caseloads should include, but not be limited to, demographics of site, documentation and compliance paperwork, number of worksites, planning/preparation, classified support, severity and type of disabilities, number of assessments, technology support for individual students, and the amount of Specially Designed Instruction (SDI) per IEP.

**6.3.5.1 Occupational Therapist.** The caseload maximum for Occupational Therapist shall be 1100 minutes of student service per week or 48 IEPs for a 1.0 FTE (prorated by FTE). (Service minutes will apply when a workload model has been implemented.) When an OT's caseload exceeds 48 students with IEPs, the OT shall be compensated at \$5 per day per student. When the caseload of students with IEPs reaches 72, the OT will be additionally supported by a fulltime COTA and 2 hours at per diem per IEP over 72. The assignment of the COTA will be determined by the OT PLC group in consultation with the supervising administrator. For each re-evaluation after 16, the OT will be compensated at 2.5 hours at per diem for each re-evaluation. When the number of students with IEPs reaches 72 the OT will be compensated at per diem 3 hours for every 4 initial evaluations. When the caseload exceeds 84 students with IEPs or 1800 minutes of student service per week, a joint meeting between the Director of Special Services or designee and involved staff will take place within eight (8) workdays. The purpose of the meeting is to select appropriate alternative(s) to remedy the situation. Options in alphabetical but not priority order, include, but are not limited to: additional clerical time, additional COTA time, additional OT time, additional paid IEP time, transfer an OT, transfer students between OTs and buildings, or other remedies to alleviate the overage. Assignments will be equitably distributed to balance the number of buildings served with the total number of minutes per week. Subcontracted services are not subject to the overload provisions above.

**6.3.5.2 Speech and Language Pathologist.** The caseload maximum for SLP shall be based on IEP caseload and shall be 48 maximum IEP students per 1.0 FTE (prorated by FTE). When an SLP's caseload exceeds 48 students with IEPs, the SLP shall be compensated at \$5 per day per student. When the caseload of students with IEPs reaches 60, the SLP will be additionally supported by a fulltime SLPA and 2 hours at per

diem per IEP over 60. The assignment of the SLPA will be determined by the SLP PLC group in consultation with the supervising administrator. For each re-evaluation after 16, the SLP will be compensated at 2.5 hours at per diem for each re-evaluation. When the number of students with IEPs reaches 60 the SLP will be compensated at per diem 3 hours for every 4 initial evaluations. The annual meeting identified in Section 6.3.5 to review assignments shall occur on or around October 1 each year, and again in May to discuss projected caseloads for the following year. When the caseload exceeds 72, a joint meeting between the Director of Special Services or designee and involved staff will take place within eight (8) workdays. The purpose of the meeting is to select appropriate alternative(s) to remedy the situation. Options in alphabetical but not priority order, include, but are not limited to: additional clerical time, additional paraeducator time, additional SLP time, additional paid IEP time, transfer an SLP, transfer students between SLPs and buildings, or other remedies to alleviate the overage. Subcontracted services are not subject to the overload provisions above.

**6.3.5.3 School Psychologist.** The caseload range for School Psychologist shall be based on student district-wide enrollment and is recommended to be within the range of one (1) full-time psychologist per seven hundred fifty (750) district enrolled students at the elementary level and one (1) full-time psychologist per one thousand (1000) district enrolled students at the middle and high school levels.

In assigning equitable workload to individual psychologists, the District will base decisions on school size, number of self-contained programs, number of students on individual education plans (IEPs), school level and number of schools being served.

If a psychologist position remains unfilled for at least sixty (60) calendar days with no qualified candidates, and is not covered by outside contractual resources, the unfilled FTE and workload shall be spread as supplemental contracts to existing employees retroactive to the first day of the identified shortage.

**6.3.5.4 Physical Therapist.** The caseload maximum for a Physical Therapist is 48 students with IEPs for a 1.0 FTE (prorated by FTE). If there is an overload of students, the PT will be compensated for 2 hours at per diem for each IEP over 48 students. For each re-evaluation after 16, the PT will be compensated at 2.5 hours at per diem for each re-evaluation. When the number of students with IEPs reaches 60 the PT will be compensated at per diem 3 hours for every 4 initial evaluations. The PT will be compensated at per diem for any time beyond the 7.5 hour required on-site workday due to driving to multiple sites in addition to mileage reimbursement. Each full-time PT will be assigned one full time PTA (Physical Therapist Assistant). When the PT caseload reaches 60 students with IEPs, a second full-time PTA will be assigned. When the caseload reaches 72 students with IEPs, the Physical

Therapist, Association, and District will meet to find a mutually agreed upon resolution to the overload. The purpose of the meeting is to select appropriate alternative(s) to remedy the situation. Options in alphabetical but not priority order, include, but are not limited to; additional clerical time, additional PTA time, additional PT time, additional paid IEP time, transfer a PT, transfer students between PTs and buildings, or other remedies to alleviate the overage. Assignments will be equitably distributed to balance the number of buildings served with the total number of minutes per week. Subcontracted services are not subject to the overload provisions above.

- 6.3.6 Special Education Individual Education Plan (IEP) Conferences.** Occupational therapists, physical therapists, resource room teachers, and self-contained teachers, only will be paid for preparation of evaluation and IEP documents or required attendance at evaluation and IEP meetings or conferences which are held outside the workday and WAC time. Payment for these activities will be at per diem up to thirty-seven and one-half (37.5) hours per school year (September 1 through August 31) per 1.0 FTE
- 6.3.7 Emergency Authorization to Exceed Maximums.** The building administrator shall not be authorized to exceed the maximums stated herein beyond five (5) workdays without the approval of the Superintendent's office. In cases of emergency, the building or site administrator may exceed these maximums, but only after the administrator has presented sufficient evidence to the Superintendent's office that no acceptable alternative is available without causing undue hardship on the welfare of the student(s). In such cases where student welfare and/or student need is jeopardized, then the Superintendent's office may grant permission to exceed the established maximums. If the maximum is exceeded, the teacher whose class is affected may utilize the grievance procedure in this Agreement.
- 6.3.8 WA-AIM Portfolio Support.** Special education teachers completing WA-AIM portfolios shall be compensated with two (2) hours of per diem pay per portfolio. If changes are made to the current WA-AIM requirements, the District or Association may reopen this provision.
- 6.3.9 Nurses.** Nurses (certificated and classified together) will be staffed at a district-wide average of at least 1 per 1200 students. A nurse covered by this agreement shall not have a primary assignment of more than two sites. In assigning equitable workload, the District will base decisions on school size, number of self-contained programs, number of students with acute health needs, and the number of schools being served.
- 6.3.10 ALE Programs.** The staffing for District ALE programs shall be as follows:
- a. Discovery – Caseload cap of 28 (headcount)
  - b. Explorer Academy – Caseload cap of 45 (headcount); subtract seven (7) headcount from the caseload for each on campus class taught; subtract one (1) headcount from the caseload for the first online course graded, and one (1)

additional headcount from the caseload when each of the following numbers of online classes graded is reached: 5, 9, 13, 17, 21, 25, 29, 33, 37, 41, and 45.

- c. Hope Academy – Caseload cap of 35 (headcount); subtract seven (7) headcount from the caseload for each on campus class taught; subtract one (1) headcount from the caseload for the first online course graded, and one (1) additional headcount from the caseload when each of the following numbers of online classes graded is reached: 5, 9, 13, 17, 21, 25, 29, 33, 37, 41, and 45.
- d. Grading of online courses at Explorer Academy or Hope Academy will be offered first to volunteers and assigned to a teacher only if there are no qualified volunteers.

**6.3.11 Counselors.** The District shall maintain a district wide ratio of at least one (1) counselor to four hundred (400) K-12 students. At least (1) full time counselor will be assigned on each campus. If an elementary school exceeds six hundred (600) students, the District, the involved staff (school counselor, school admin, etc.) and the Association shall meet to agree upon a solution to achieve equity in supporting the students and staff of the overloaded building. The counselor and building administrator will collaborate on the scheduling, drafting, and determining accommodations for Section 504 plans. They will have access to clerical supports for completing these tasks.

**6.3.12 Students with Special Needs.** Students with special needs (e.g. special education, Section 504 and ELL students) will be equitably assigned among the regular education teachers within a school building with special consideration for the curricular/program needs of the students. When the severity of student needs or number of students are distributed unequally, the District, involved staff, and the Association shall work together to achieve equity by jointly deciding upon accommodations for the impacted teacher(s). Options in alphabetical, not priority, order include, but are not limited to: decrease in overall daily load, educational assistants, number of students in the class section, or other assistance to alleviate the inequity.

**6.3.13 Special Education Clerical Support.** Each building’s special education team will be allocated one hour of clerical support weekly for each program that is located at that school building. An additional six (6) hours per day clerical support shall be available for school psychologists at the district level. Options for utilization of clerical support in alphabetical but not priority order, include, but are not limited to: compiling assessment packets, inputting scores/data without interpretation, mailing, materials preparation, photocopying, scanning and uploading signature pages, support for scheduling meetings, or other duties as appropriate to the needs of special education team and parameters of the work assignment.

**6.3.14 Co-Teach Model.** When using a co-teach model, the District will assign two certificated staff members (one Special Education certificated, one general education) to the class. When either of the two certificated staff members does not report to work during a student contact day, the District will provide a certificated substitute for the staff member that is not present. No more than 33% of the students assigned to such class shall be qualified for special education without IEP team

review and discussion with the assigned teacher. The mix of non-special education students assigned to such class, including students who may need additional support, shall be comparable to other classes of the same subject. (See the second paragraph of Section 6.3 above.) Administrators will meet during the first two weeks of each semester with teachers in a co-teach class to review class mix, and any concerns may be addressed as described in the first paragraph of Section 6.3 above. Paraeducator support for students in co-teach classes will be provided as identified in an IEP.

**6.3.15** The District will staff the District with at least one certificated social worker per grade band (elementary, middle, and high schools).

## **6.4 Employee Assignments**

**6.4.1** The District recognizes that its obligation is the needs and interests of students. However, the District also recognizes it is desirable to consider the interests and aspirations of its employees in the selection and assignment process as well. All employees shall be assigned on the basis of their professional qualifications and certification(s) in accordance with the laws of the State of Washington and regulations of the Department of Public Instruction. It is recognized that music, PE and library specialists provide unique instruction that is in addition to core classes, and every possible attempt will be made to fill those positions with qualified specialists.

**6.4.2** Secondary teachers will normally be assigned in their major or minor field of study. However, in order to complete the preparation of teaching schedules, it is recognized that teachers must be assigned in order to make a matching of students' needs and request for classes with the teachers available. In the event that an employee is assigned to an out-of-endorsed area, the District shall make such an assignment in accordance with the State Board of Education rules and regulations regarding certification.

**6.4.3** Prior to notification of assignment(s), principals will consult teachers regarding the subject(s) and/or grade level they would prefer to teach in the following year. Principals will review such preferences and consider them in the preparation of teaching assignments. Prior to June 1, principals will make a reasonable effort to determine teacher assignments and to make the information available to teachers. In the event of a reduction-in-force, the parties recognize that the District's ability to determine actual teaching assignments prior to June 1 will be limited; however, the District shall make efforts to notify teachers prior to the last day of school. If that is not possible, teachers shall be notified by mail as soon as feasible, but no later than three (3) weeks prior to the commencement of the next school year. If it is determined that a change in an assignment must be made after the initial determination, the teacher will be notified as soon thereafter as possible of the teacher's assignment in writing and, where applicable, the notification will include the position, building, grade level or class or subject or courses and other pertinent facts concerning the assignment.

**6.4.4 Emergency Assignments.** An employee will not be used as a substitute except in emergency situations, or if the employee agrees.

**6.4.5 Student Teacher Assignments.** In those instances where the District shall decide to sponsor a student teacher program, the following shall apply:

**6.4.5.1** Every employee shall have the option to accept or reject a student teacher.

**6.4.5.2** Every employee who accepts a student teacher shall be given twenty (20) days notice. In emergency situations, the employee will receive notice as soon as possible.

**6.4.5.3** Every employee who accepts a student teacher shall receive the total compensation provided as specified by the college or university.

**6.4.5.4** The District shall implement a process that allows employees to inform the District of their interest in receiving a student teacher.

**6.4.6** The duties of the athletic director at the Middle School will not be performed by non-supervisory certificated staff.

**6.4.7** The position of Home Hospital Coordinator will not be the duty of a non-supervisory certificated employee.

When Home Hospital services are required, the Home Hospital Coordinator may offer a certificated employee the task. Certificated employees may decline a Home Hospital teaching position without consequence. Certificated employees who voluntarily accept Home Hospital tutoring positions will be paid two hours per diem per week during the duration of the job, plus mileage at the IRS rate.

## **6.5 Vacancies and Voluntary Transfers**

**6.5.1** Vacancies for positions covered by this bargaining unit will be announced by District e-mail to each employee, copies of which will be e-mailed to the Association Office as they become known, except for a short-term (less than ninety (90) workdays) leave replacement contract position, provided that this exception shall be limited to situations that (a) are created by a maternity, parental or health condition leave and (b) where a substitute has consistently worked in the position.

**6.5.1.1** Annually, the District shall provide information to employees regarding where vacancies are posted (e.g. web site, job line). Positions shall be posted a minimum of seven (7) days.

**6.5.1.2** Vacancies for any positions covered by this bargaining unit which may only be filled from employees already in the building will first be announced by e-mail to the employees in the building.

**6.5.2** Transfer Request Forms shall be available to all employees in their buildings or District Office or on-line. Use of the form shall not be prejudicial to the employee's professional standing.

**6.5.2.1** As vacancies occur, an employee may request consideration for transfer by completing a Transfer Request Form and submitting it to the Human



Resources office prior to the posted closing date. During the summer vacation period, the Transfer Request Form may be submitted by an employee's designee. In the event the principal is unavailable at the time an employee or designee submits a Transfer Request Form during the summer vacation period, the District shall waive the requirement for the principal's signature.

- 6.5.3** Employees will be considered for an interview according to the certification required and the specific requirements of the position as listed in the vacancy announcement. All employees requesting a transfer will be guaranteed an interview upon request for any vacancy which occurs pursuant to the request, providing the employee meets the certification requirements and the specific requirements of the position as listed on the job announcement. Reasons for non-acceptance will be given in writing, upon request. For a secondary teaching position, an employee must have the equivalent of a major or minor in a particular field in which the majority of the teaching time will be devoted. The requirements of college preparation shall be waived for any employee in a secondary position if the majority of the employee's teaching time during the current school year has been in that particular field. Previous successful secondary experience of one (1) or more years within the past five (5) years in a particular subject area shall constitute a waiver of college preparation. Employees not meeting the minimum requirements of the vacancy shall be notified in writing by the Human Resources office when an interview was not granted. Employees meeting the minimum requirements will be notified of their interview time.
- 6.5.3.1** When the selection process results in an in-District and an out-of-District candidate being equally qualified, based on the established qualifications and criteria, the in-District candidate shall be awarded the position. When the selection process results in two or more in-District candidates being equally qualified, based on the established qualifications and criteria, the senior most qualified candidate shall be awarded the position.
- 6.5.4** The District recognizes its obligations are the needs and interests of the students. However, the District also recognizes it is desirable to consider the interests and aspirations of its employees in making transfers. Therefore, the District in making an administrative determination to transfer employees shall apply the following criteria, in alphabetical, not priority order: program needs of the District and the individual school, qualification(s) of the employee(s) as applicable to the requirement of the position, success in previous assignment, or employee(s) previously appointed to positions through involuntary transfer.
- 6.5.5** The District shall notify applicants of the outcome within five (5) calendar days of the District's decision. Employees whose transfer requests have been denied shall have the opportunity to discuss reasons for the denial with the interviewing administrator or Human Resources administrator. Reasons for non-acceptance will be given in writing, upon request. The employee shall have the responsibility of initiating such request within seven (7) days of the date of the notification of denial.

**6.5.6 Voluntary Transfer During a School Year.** Requests for transfer during the school year shall only be considered with approval from the employee's immediate supervisor and the Assistant Superintendent for Curriculum and Instruction. If a transfer occurs during the school year, the employee will be relieved of regular duties one (1) school day to complete the transfer.

**6.5.7 Posting of Supplemental Contract.** Vacancies for supplemental contract positions, including opportunities for zero hour and in-lieu of planning period assignments, shall first be posted within the building where the vacancy occurs or in letters which will be mailed to the employees in that building. If not filled at the building level, the supplemental contract position will be posted in the District with the same posting requirements as regular positions, pursuant to Section 6.5.1, 6.5.1.1, and 6.5.1.2.

**6.5.8 Summer School.** Summer school positions shall be posted for a minimum of five (5) workdays. Qualified in-District employees who apply shall be granted an interview and shall be given first consideration for summer school assignments.

## **6.6 Involuntary Transfers**

**6.6.1** It is recognized that an involuntary transfer is not a generally satisfactory method for filling a vacancy and as such, will not be resorted to unless all other reasonable avenues have been pursued. However, the parties recognize that because of overstaffing a building or the loss or relocation of a program, it may be necessary to involuntarily transfer employees. The employee with the least seniority in an elementary building, secondary department, or special program shall be involuntarily transferred unless there is an overriding program need, or unless the least senior employee was transferred during the current or previous school year. For the purpose of involuntary transfer only, seniority shall be defined as the employee's seniority in that building. The District shall notify the employee in writing when an involuntary transfer is made. In the case of a tie of in-building seniority, then the tie-breakers shall be the same as those used in determining seniority for RIF purposes pursuant to Section 6.8.4 of this Agreement. In the event that there is more than one (1) employee being involuntarily transferred at the same time, then the employee with the greatest seniority shall be given first choice of the positions being filled involuntarily.

**6.6.2** If an involuntary transfer occurs during the school year, the employee will be relieved of regular duties two (2) school days to complete the involuntary transfer, or by mutual agreement, the employee will receive one (1) or more of those days paid at per diem in lieu of release.

**6.6.3** Employees involuntarily transferred shall have the first priority in filling vacancies from which they were involuntarily transferred (bounce-back rights) within a one-(1) year period from the time the employee was transferred.

**6.6.4** In the event of a reduction in force, the above provisions for involuntary transfer shall apply as modified by Section 6.8.9.2(g).

## **6.7 Employee Exchange**

Employees may request an exchange with an employee from another building or unit within the District for a specific school term or year. Exchanges are subject to prior approval of the supervisors of the employees involved in the exchange and the Superintendent or designee. Exchanges shall be for a maximum of one (1) school year initially and may be renewed for up to one (1) school year with approval of the supervisors and the Superintendent or designee.

## **6.8 Reduction in Force (RIF) Procedures**

**6.8.1 Purpose.** This Article shall be used when the District determines it is necessary to reduce the number of certificated employees for reasons including emergencies involving finance, declining enrollment, or changes in the District's educational program. The District shall not reduce the number of certificated employees without first presenting the economic issues to the association and relevant stakeholders such as the Citizens Budget Review Committee (CBRC) to provide input regarding a need for a reduction in force. The intent of the procedures in this Article is to minimize the number of employees who receive layoff notices and to retain qualified employees.

**6.8.2 Exclusions.** These procedures shall not apply to the non-renewal of any employee hired under the provision of RCW 28A.405.900 (retire/rehire or leave replacement). Under the transfer process of Section 6.5, a position will not be considered new or vacant unless no person on the recall list can fill such position.

**6.8.3 Annual Seniority Verification.** The District Human Resources office shall prepare an individual report of seniority data and certification/endorsements which shall be distributed to each employee on or before January 15 annually. In addition, an initial district-wide seniority list shall be posted at each site on or before January 15 annually. Employees have twenty (20) days to furnish evidence to the Human Resources office to substantiate any change in their status on the initial list, with no exceptions. The timely submission of evidence to modify an employee's position on the list is the full responsibility of the employee. In the event that this period falls within the ninety (90) day period that a new hire has to submit documented transcripts or experience, the data received in Human Resources as of the twenty (20) day deadline shall be utilized for the purpose of the seniority list. A final individual seniority report will be prepared and distributed to each employee no later than March 15 annually. In addition, a final district-wide seniority list shall be posted at each site on or before March 15 annually. The final list shall be used by the District to determine reduced staffing should a reduction in force be necessary for the ensuing year.

**6.8.4 Seniority.** for this Section 6.8, "seniority" shall mean contract status (provisional or continuing) and then years of Washington state certificated experience as measured by rules applicable to S-275 state reporting. A continuing contract employee will always be considered more senior than a provisional employee. In the event of ties, the employee with the most years of certificated experience in the South Kitsap School district as measured by rules applicable to S-275 state reporting shall have preference. For further ties, the employee(s) with the highest

academic degree (Bachelor, Master or Doctorate) shall have preference. For further ties, the employee(s) with the highest number of quarter credits recognized under rules applicable to the current salary schedule shall have preference. If ties remain, the preference shall be determined by a flip of a coin in the presence of a District and Association representative.

**6.8.5 Overview of Procedural Steps.** To implement a reduction in force, the District shall take the following steps:

- a. Meeting with Association leadership;
- b. Determine the number of vacant positions;
- c. Identify the position(s) to be reduced by Board resolution;
- d. Select employees to be notified of probable cause for lay-off;
- e. Issue statutory notices of non-renewal; and
- f. Fill vacancies through an employment pool.

Each of these steps is described in greater detail in the paragraphs below.

**6.8.6 Consultation with Association.** Six weeks prior to making a recommendation regarding the necessity for and the extent of a staff or program reduction to the Board of Directors, the Superintendent and/or designees shall meet with the Association President and/or designees for the purpose of affording the Association an opportunity for input regarding recommendations. The funds available for the implementation of the educational program or service shall be subject to audit by the Association. To assist the Association in conducting its audit, the Association shall be provided the opportunity upon request to meet with District business officials to receive specific financial information related to the reduced program.

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

#### **6.8.8 Identify Reduced Program**

**6.8.8.1 Board Resolution.** The Board shall adopt a resolution identifying the reasons for reducing the educational program and identifying the positions (category and FTE) to be eliminated.

**6.8.8.2 Considerations.** The factors used by the District in making recommendations regarding the reduced educational program and services to be provided by the District shall include:

- a. The funds available for the implementation of the educational program or service;
- b. Maintaining reasonable teacher-student ratios in classrooms;
- c. The needs of students as developed by historical subject enrollments of students, requirements for graduation, requirements for accreditation, and minimum program requirements required by state laws and regulations;
- d. Maintenance of reasonable curriculum offerings given the reduced financial situations;
- e. The staffing allocations needed to operate the reduced educational program or service developed in accordance with these criteria;
- f. The input (oral and/or written communications) of the Association, after the Association has had the opportunity to review the financial records pursuant to Section 6.8.6 above.

**6.8.8.3 Retention Categories.** The District shall determine the positions to be retained and the certification/endorsement requirements for such positions. Such certification/endorsement requirements shall form the basis for the establishment of district-wide retention categories:

- a. Elementary K-5 classroom teachers;
- b. Elementary subject-area specialists (such as, but not limited to, music, physical education);
- c. Middle School (grades 6-8) subject-area teachers (such as, but not limited to, science, math, music, social studies, language arts, art, family and consumer science, physical education and health, and individual languages);
- d. High School (grades 9-12) subject-area teachers (such as, but not limited to, science, math, music, social studies, language arts, art, family and consumer science, marketing, physical education and health, and individual languages);
- e. Educational staff associate by specialty (such as, but not limited to, counselor, nurse, school psychologist);
- f. Other K-12 certificated staff by specialty (such as, but not limited to, librarian, district-level specialist);
- g. Special education teachers, and
- h. Other categories as agreed to by the District and Association leadership.

**6.8.9 Retention List.** All retired, resigned, and current leave replacement employees will be removed from the seniority list referred to in Section 6.8.3. Provisional employees, starting with the most senior, will be moved to the bottom of this list starting below the least senior non-provisional employee. This revised seniority list will be used during the process of placing employees who have been moved to the “displaced employee” list into positions.

**6.8.9.1** The District will provide the Association a preliminary list of transferred and laid off employees seven (7) days before notifying employees of transfer or layoff.

**6.8.9.2 Process for Identifying Displaced and Laid Off Employees.** The following steps shall be used to identify employees that will be displaced from their current assignment and/or will receive notification that they have been laid off.

- a. In order to limit the number of employees displaced from their current building and/or assignment, building administrators may, with the agreement of the employee, reassign employees within their current building into positions for which they are qualified before the RIF process (steps (b) through (e) below).
- b. Employees will be placed by seniority order into categories as described in Section 6.8.8.3 according to anticipated assignments for the upcoming school year. If the employee has been reassigned pursuant to (a) above, the reassignment will be considered the employee’s “anticipated assignment” for the following year.
- c. The least senior employees assigned to the category or categories in which positions are being eliminated up to the number of FTE needing to be reduced will be identified. Partial FTE displacements may be made. These employees will then be placed into a “displaced” employee list and sorted by seniority.
- d. Using seniority and teacher qualifications, starting with the most senior person on the displaced list, employees will be placed first into open positions in the same building. If there is no open position within the same building for which the displaced teacher qualifies, the District will place the employee into the position of a less senior employee, in the following order of priority:
  - (1) The least senior employee in the same building teaching in the same category or categories as the displaced teacher’s current assignment(s) (note: this is only likely to be available when there is a partial displacement and the displaced teacher taught in multiple categories);
  - (2) The least senior employee within the same building for whose position the displaced teacher qualifies;

- (3) The least senior employee in the District for whose position the displaced teacher qualifies.
- e. When there is no open position or less senior employee that a displaced employee is qualified to replace, then the employee shall be identified for layoff.
- f. If there are reassignments after the above process is completed, every effort will first be made to assign employees to a similar position.
- g. If transfers are necessary to address overstaffing or understaffing between buildings that may occur after the above process is complete, the involuntary transfer process set forth in Section 6.6 will be used, except that such transfers will be based on Washington state experience rather than in-building seniority.

**6.8.9.3 Support.** Any employee displaced by the process in Section 6.8.9.2 above or recalled under Section 6.8.11 below who is assigned to teach or serve in an area outside his or her endorsement shall not be non-renewed based on teaching performance in that area, and the out-of-endorsement assignment shall be noted on the annual evaluation. The District shall provide support for successful teaching in this out-of-endorsement assignment within available financial resources.

**6.8.10 Issue Notices.** The Superintendent shall, in accordance with timelines and procedures set forth in statute, issue notices of probable cause for non-renewal to the employees identified for layoff in Section 6.8.9.1 above. Such employees may appeal in accordance with procedures in state statute.

**6.8.11 RIF Displacement Right to Return.** Any person displaced and reassigned to a different site/building under Section 6.8.9.1 above shall have the first priority in filling vacancies that arise at the site/building from which he or she was displaced (bounce-back rights) for the next two (2) school fiscal years (September 1 through August 31). Once an employee rejects the opportunity to return to the building from which he or she was displaced, that employee waives any further right of return. However, an employee may defer the right to return after the student school year has started without losing bounce-back rights. This right to return shall be offered to qualified employees in seniority order and supersedes the rights of less senior employees to be rehired from the employment pool in Section 6.8.12 below, except if this provision would prevent a laid off employee from being rehired. In that case, the Superintendent or designee and the Association shall meet and determine how to proceed.

**6.8.12 Employment Pool and Recall Procedures.** Employees laid off by these procedures shall be placed in an employment pool for possible re-employment for the following two (2) school fiscal years (September 1 through August 31), or until accepting a District position of the same or greater FTE than previously held.

**6.8.12.1 Offering Positions.** When a vacancy occurs for which a person(s) in the employment pool qualifies, notification from the District to such individual shall be by certified mail and either e-mail or phone. Such individual shall have up to two (2) business days from receipt of the letter to accept the position. If more than one employee in the employment pool qualifies for the available position, it shall be offered to the most senior of those qualified. If an individual fails to accept an offered position at his or her original FTE, such individual shall be dropped from the pool.

**6.8.12.2 Part Time Positions.** 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 or rejecting any part-time teaching position that may exist without losing the right to be recalled to any full-time position which may become available in accordance with Section 6.8.12.1 above (employee may reject positions without being dropped from the pool). Employees who were previously assigned to part-time teaching positions shall have the right to be recalled to any position up to their previous FTE. No part-time employee has a right to be recalled to any position with FTE greater than the position held at the time of layoff, but such employee maybe offered a position with greater FTE if the District determines that it will not adversely impact the position, program, or other employee on the seniority list.

**6.8.12.3 Employee Updates.** It shall be the responsibility of each certificated employee placed in the employment pool to keep the District Office updated on any changes in the employee's contact information.

**6.8.12.4 Substituting While Laid Off.** Certificated employees whose names are in the employment pool shall be given, upon request, preferred consideration in the District's day-to-day employment of substitutes.

**6.8.12.5** Should a laid-off employee be rehired into a Replacement Contract position and the District subsequently have available a Regular Contract position then, to the extent possible, the District shall transfer the Regular Contract status to the RIF rehire and transfer the Replacement Contract status to the open position.

**6.8.13 Priority of Procedures.** The right to return procedures described in Section 6.8.11 and the recall procedures in Section 6.8.12 shall take precedence over the vacancy and transfer procedures described in Section 6.5 of the Agreement. For the RIF right-to-return and rehire process, the term "vacancy" shall be liberally construed and shall include all bargaining unit positions that may become available for any reasons.

## **6.9 Employee Training**

**6.9.1** Suicide awareness and prevention training required for certificated staff and first aid/CPR training for certificated staff will be provided during one or more of the



regular workdays. Teachers who are on leave when training is offered will be responsible for obtaining such training on their own time.

- 6.9.2** The District will train resource room and self-contained classroom special education teachers on how to work with paraeducators, including the delineation of responsibilities of teacher and paraeducator, and how to manage conflict. This training will be offered on an annual basis. Similar training may be offered to other certificated staff.
- 6.9.3** PE teachers will be encouraged to communicate professional development needs to the District professional development committee. All PE teachers who provide adaptive PE will be offered adaptive PE training upon request.
- 6.9.4 Safe Schools Training.** The District will advocate for a competency-based alternative to completing video training measured as seat time. The District will not require more than 2.5 hours of Safe Schools training in any given year outside of scheduled on-site workdays or new employee orientation. Employees will complete their required annual Safe Schools training by October 31.
- 6.9.5 Assistive Technology Support.** Any staff member assigned to work with a student provided assistive technology by the District and/or included in the student's IEP will be provided training during the employee's scheduled workday within one month of the placement of the student with that staff member. Such training will be provided for those devices or forms of assistive technology that require training for use.

## **6.10 Faculty Meetings**

Faculty meetings are recognized as a legitimate tool of communication and management under the direction of the building principal or site administrator. To be effective, faculty meetings should be relevant, efficient, and collaborative. The following rules are intended to foster these interests.

- 6.10.1** There shall be a written agenda for faculty meetings supplied 24 hours in advance of the meeting. This agenda shall include the meeting location, beginning and estimated ending time, and staff required to attend. The agenda will also include time for discussing other items of concern to the staff or the administration. There shall also be provisions for faculty input on agenda items.
- 6.10.2** Building administrators will provide a copy of the minutes from faculty meetings on a pre-announced regularly scheduled basis.
- 6.10.3** Prior to the first day of school, buildings shall make an annual shared decision how and when to schedule regular faculty meetings (inside or outside the normal workday). No more than two (2) hours per month shall be required.
- 6.10.4** Up to fifteen (15) minutes per month shall be scheduled on the faculty meeting agenda for announcements by the Association. The time for Association announcements shall be scheduled on the agenda by mutual agreement between the building representative and the principal or site administrator.

- 6.10.5** District administrators shall not require staff to attend meetings outside of the two hours per month referenced in Section 6.10.3 or the 7.5-hour workday. Staff may choose to meet outside these times when it meets their mutually-agreed professional interests. Administrators and staff acknowledge that certain types of work and meetings will be required by law or professional priorities (e.g., IEP meetings, department meetings) and will strive to meet the personal needs of staff members while recognizing the importance of this work.
- 6.10.6** The administrator setting the agenda for the faculty meeting will consider the relevance of topics to all members expected to be at the meeting. Whenever possible, those members not required for the topic will be excused from the meeting.
- 6.10.7** Each building administrator will meet with SKEA building representatives to discuss the relevance, efficiency, and collaborative nature of the faculty meetings at least once before winter break and once between winter break and the end of the school year. Disagreements shall be referred to the SKEA president and Human Resources administrator. At this point, a written plan to assess and implement changes deemed necessary regarding relevance, efficiency and/or the collaborative nature of the faculty meetings will be created and filed with SKEA and the Human Resources office.
- 6.10.8** Nothing in Section 6.10 shall be construed to interfere with the right of the principal or site administrator to call emergency faculty meetings as the need arises.
- 6.11 Collaboration Wednesdays, Professional Learning Communities and Response to Intervention**
- 6.11.1** The purpose of Collaboration Wednesdays is to improve student achievement by creating a common time for professional learning communities and the development of response to intervention (RTI) strategies.
- 6.11.2** The district shall have a forty-five (45) minute late student arrival on Wednesdays throughout the school year except for the first day of school, the Wednesday before Thanksgiving, the Wednesdays of conference weeks, possibly the day before Winter Break (if it falls on a Wednesday), and possibly the last day of school (if it falls on a Wednesday). This forty-five (45) minutes will be added to thirty (30) minutes of WAC time to create seventy-five (75) minutes available for staff collaboration. In exchange for this late arrival time, five (5) minutes will be added to the length of each student day, reducing the amount of WAC time to fifty-five (55) minutes at each school across the district (thirty [30] minutes before school and twenty-five [25] minutes after school).
- 6.11.3** Six (6) Collaboration Wednesdays will be set aside for analysis and reporting of student achievement by individual staff members. Four (4) Collaboration Wednesdays will be available for building-based professional development. Each building shall schedule these ten (10) Collaboration Wednesdays in advance and communicate the schedule to the District and SKEA office prior to the first student school day of the year. The remainder of Collaboration Wednesday time (approximately 20-23 Wednesdays) is to be used for staff collaboration: teachers

and support professionals teaming together to improve student achievement according to a plan determined by a shared decision of staff and identified in the school improvement plan (SIP).

- 6.11.4** Alternative programs (e.g., Discovery and Explorer) will have equivalent collaboration time, although it may occur on a day other than Wednesdays.
- 6.11.5** The intent is for building administrators and staff to maximize the seventy-five (75) minutes available for collaboration. The staff and administrators at each building shall establish norms for starting and ending collaborative team meetings in a way that honors this intent but also accommodates the practical needs of staff and administrators for student supervision and an efficient transition from collaboration to instruction. Collaborative team meetings shall be scheduled to start at the beginning of WAC time and continue for at least sixty-five (65) minutes.
- 6.11.6** Buildings are encouraged, especially as collaborative teams and professional learning communities are being developed, to set aside time for establishing norms and developing the fundamental skills of effective teamwork that impact student achievement. Buildings also need to set aside time up front for addressing such topics as: (a) identifying the teams operating within their building that support the school improvement process; (b) developing meaningful collaboration plans for specialists, itinerants and teachers of unique subjects (“singleton teachers”) that acknowledge the importance of such staff to the success of their buildings as well as such staff members’ district-wide job-alike needs; and (c) determining the collaboration plan for teachers of subjects in multiple secondary school departments. Buildings are encouraged to find an appropriate balance between accommodating the multitude of teams already functioning within schools and focusing the limited collaboration time available on a few tasks in order to establish continuity and effective teamwork.
- 6.11.7** The parties have a mutual interest in encouraging and accommodating part-time staff participation in collaboration time. Part-time employees and building administrators shall develop individualized plans at the building level for equitable obligations for and participation in collaboration time using creative options. Disagreements shall be referred to the SKEA president and District Human Resources administrator.
- 6.11.8** The District and the Association recognize the importance of collaboration between certificated employees and classified paraeducators, and will work together to identify supports to overcome any identified obstacles to collaboration.
- 6.11.9** Each building shall collaboratively develop a plan for tracking progress related to the four PLC questions to guide the meeting of student needs. This information shall be available to building staff. The PLC team will communicate any questions and/or needs to building administration in a format of their choosing.
- 6.11.10** Building administrators and SKEA building reps shall meet at each building at least once before Winter Break and at least once between Winter Break and the end of the year to check on the success of the building norms in accomplishing the intent of maximizing collaboration time as identified in Section 6.11.6. The same parties

are encouraged also to review and discuss any concerns and issues with the building plan for the topics discussed in Sections 6.11.7, 6.11.8 and 6.11.9 (identification of teams; collaboration time for specialists, itinerants, singleton teachers, multiple-subject teachers, and part-time staff; and documenting activities).

**6.11.11** In each odd-numbered year, the District and SKEA will engage in a joint review of the effectiveness of Collaboration Wednesdays in improving student achievement, developing MTSS strategies and developing professional learning communities in each school. The joint review will be led by designees of the SKEA President and the District Superintendent and will seek to collect tangible evidence of progress toward the goals of Collaboration Wednesdays. The parties recognize that such evidence may be quantitative and/or qualitative. The results of the joint review will be presented to the SKEA and District bargaining teams prior to March 1 and to the school board during the presentation referenced in Section 6.11.9.

**6.11.12** Response to Intervention models shall be approved by a building shared decision. These plans shall be available to SKEA upon request. When developed, models must take into account the impact MTSS strategies have on the workload of teachers. Concerns about workload shall be brought first to the building level site team or administrator and then to the SKEA/SKSD communication team if unresolved. This team will jointly create action steps to eliminate or alleviate the concern. It is not the sole responsibility of the classroom teacher to provide intensive interventions or keep the records of such interventions.

**6.11.13** In the interests of supporting implementation of MTSS and the analysis of data to support instruction, each elementary building shall have a plan for assisting classroom teachers with the clerical task of data entry for universal screening assessments (e.g. volunteers, clerical or paraeducator employees, non-classroom certificated staff).

**6.11.14** Singletons (in building or in district) shall create and submit a plan for collaboration to the building administrator for approval. If the building administrator does not approve the plan, it will be forwarded to the lead human resources administrator and the SKEA president for review. The district will make every effort to supply the necessary technology to support these plans. These plans may result in a shift in collaboration schedule. If the shift in schedule results in the certificated staff member working additional time, the staff member will be allowed to take equivalent compensatory time. The certificated staff member will not be required to take the compensatory time on the day the additional time was worked.

## **6.12 Skyward Family Access Grading Program**

**6.12.1** Secondary teachers will report student progress to families using the District's electronic grading program. This program will not be mandated for classes where individualization of curriculum makes the use of the program impractical for meeting the interest of keeping parents informed of student progress. The District will address glitches experienced during the year by repairing Skyward program problems if possible and forwarding complaints and requests to software developers that cannot be fixed at a District level. An initial paid training will also be provided to employees who are required to use any new grading program. Each

teacher may communicate to parents the format of grades for the teacher's class. The District will publish to parents an explanation of how to read progress reports from the electronic grading system and an explanation of reasonable professional expectations for how quickly scores and grades will be entered, determined by the shared decision-making process at each building, but no more than two (2) weeks for most work and four (4) weeks for final grades on major projects after work is submitted by the student. Interim feedback to promote student success on major projects should be more frequent.

**6.12.2 Grades Due.** End of the term grades (quarter, semester, or trimester) are due on the beginning of the fourth workday after the end of the grading period. Year-end grades are due either three (3) school days before or three (3) school days after the last day of school as determined by a shared building-level decision involving the staff and principal. This process will be completed by October 31 of each year.

### **6.13 Report Cards**

Teachers will not be required to complete more than one report card for each student per trimester or semester. For example, buildings participating in specific programs (e.g. IB) will use a report card format required by their program. The term "report card" in this paragraph is not intended to include progress reporting for special education, categorical or alternative programs.

Any change in the elementary report card will be preceded by a committee process with representatives from schools and grade levels. The committee must include an opportunity for all affected staff to review, comment upon, and express approval or disapproval of the proposed change. The committee will develop a recommendation to the District that has the support of at least 2/3 of the affected staff.

## ARTICLE VII – LEAVES OF ABSENCE

### 7.0 Definition

For the purposes of this Article, a “day” shall refer to “workdays.”

### 7.1 Sick Leave

At the beginning of each school year, each employee under contract with the District shall be credited twelve (12) days annual leave with full pay for illness, injury, and emergencies (referred to hereafter as “Sick Leave”). Sick leave shall accumulate for use purposes up to a maximum of the number of days in the base contract year, and for cash-out purposes up to one hundred and eighty (180).

**7.1.1** Should an employee resign during the contract year the twelve (12) days of credited Sick Leave shall be prorated based on the number of days worked in the contract. Employees employed after the beginning of the contract year shall receive a prorated number of Sick Leave days based on the number of contracted days.

**7.1.2** Sick Leave accumulated by an employee while employed in a certificated position in any school district or approved educational agency in Washington State shall be granted in accordance with Washington State law to such employee upon employment in the District, provided such accumulated Sick Leave is verified by the previous employer(s).

**7.1.3** Compensation for Sick Leave shall be the same as the compensation the employee would have received had the employee not taken sick leave.

**7.1.4** Experience credit for determining salary schedule placement and seniority shall be the same as the experience credit the employee would have received had such person not taken Sick Leave. Prior to the end of the school year, the District will provide each employee an accounting of their accumulative Sick Leave and all transactions concerning their Sick Leave days within the time period.

**7.1.5** Sick leave may be used to care for immediate family members under the following conditions:

**7.1.5.1** Sick leave may be used to care for a child of the employee with a health condition that requires treatment or supervision. For the purposes of this subsection, “child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is: (a) under eighteen years of age; or (b) eighteen years of age or older and incapable of self-care because of a mental or physical disability.

**7.1.5.2** Sick leave may be used to care for a son or daughter, sibling, spouse, domestic partner, parent, or grandparent of the employee (or persons related in the same way through in-law or step-status, or through foster relationships of greater than one year) who has a serious health condition or an emergency condition (as defined by state or federal law).

The parties agree that the relatives covered by this provision is broader than state law.

**7.1.5.3** Under the Family and Medical leave Act provisions, the District may require appropriate medical certification.

**7.1.6** For any absence in excess of seven (7) consecutive working days, or where specific circumstances indicate a potential need for additional support, accommodation or investigation of the reasons for use, the District may request confirmation of illness from a licensed health care provider.

**7.1.7 Leave for Emergencies.** Emergency leave must be due to a problem that has suddenly precipitated or is unplanned; or where preplanning could not relieve the necessity for the employee's absence. Examples of reasons for emergency leave shall include but not be limited to:

- a. situations created by legal affairs or business obligations that are outside the control of the employee and have a significant deleterious effect upon the employee's property, health, or family safety.
- b. situations created by forces of nature having significant deleterious effects upon the employee's property, health, or family safety.
- c. funerals not covered by bereavement leave.
- d. non-injury accidents when employees are en route to work.
- e. failure of a public transportation carrier to meet a regularly scheduled operation.
- f. placement of a child with the employee through adoption.

**7.1.7.1** All emergency leave absences shall be deducted from the employee's sick leave balance.

**7.1.8 Attendance Incentive (Sick Leave Cash Out).** Any sick leave not taken shall accumulate from year to year unless the employee elects to be paid for some accumulated sick leave under the Attendance Incentive Program as provided by the following: (1) in January any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous calendar year at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one day's monetary compensation; provided that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one day per month; (2) at the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four (4) days accrued leave for illness or injury. No more than one hundred and eighty (180) accrued sick leave

days shall be eligible for conversion. Changes in an employee's FTE may impact the calculation of sick leave eligible for cash out as described in Appendix Q.

**7.1.9 Leave Increments.** Employees in non-traditional classroom teaching positions for whom substitutes are not normally provided or coverage is not required shall be allowed to take sick leave in 60-minute increments. All other employees shall take leave in half- or full-day increments. Employees using sick leave on an early release day (the day before Thanksgiving and the day before Winter Break) shall only be charged one-half (1/2) day of leave.

## **7.2 Health Leave Without Pay**

An employee who is unable to perform the duties because of personal illness or other disability shall, upon request, be granted health leave without pay (HLWOP) upon the exhaustion of accumulated sick leave. Application for health leave without pay shall be made in writing to the Human Resources office and shall be accompanied by verification from a practicing physician, dentist, or other person licensed to perform customary health services, including an estimated time of recovery.

**7.2.1** Health leave without pay may be extended for the duration of a school year. In extraordinary circumstances the District may, at its option, grant health leave without pay for a second school year (or part of the second year). Any request for extension shall be accompanied by verification from a physician, dentist, or other person licensed to perform customary health services, including an estimated time of recovery.

**7.2.2** While on health leave without pay, the employee's experience credits for salary schedule purposes and leave benefits, shall be reduced on a prorated basis (number of HLWOP days/number of contract days), except to the extent provided by Family Leave.

## **7.3 Leave Sharing**

The District shall make available a leave sharing program. The program shall be available to employees pursuant to Board policy and procedures.

## **7.4 Family Medical Leave**

The parties recognize that both state and federal laws impact this area. The parties agree that the provision(s) in law which most benefit(s) the employee shall be available to the employee if a conflict in law occurs. Family Leave shall be for the purpose of attending to a qualifying individual who has a serious health condition (i.e., terminal illness or a condition involving inpatient care and/or continuing treatment by a health care provider) requiring treatment or supervision by the employee and no other reasonable arrangement can be made. Such approved Family Leave days taken will be deducted from accrued sick leave or may be taken as temporary health leave without pay, after proper request, or be arranged for in combination of paid and non-paid leave. The program shall be available to employees pursuant to Board policy and procedures. The parties shall collaboratively develop an educational summary of current state and federal FMLA eligibility, benefits and uses and share such summary with staff on an annual basis.



## 7.5 On-the-Job Injury Leave

Employees who are absent due to injury occurring in the course of employment shall have the following options concerning their salary:

- a. the employee may opt for the absence to be covered by the employee's accumulative sick leave; or
- b. the employee may opt for the State Industrial Insurance compensation; or
- c. the employee may opt to accept the compensation from the Industrial Insurance in addition to a prorated compensation from the employee's accumulative sick leave in order to receive the employee's full pay.

## 7.6 Personal Leave

Three (3) days of fully-paid personal leave will be granted by the District annually. Personal leave shall be subject to the following restrictions:

- a. application must be made at least twenty-four (24) hours prior to taking personal leave, except in emergencies as verified by the supervisor and approved by Human Resources.
- b. personal leave will not be granted for the first five (5) student days and last five (5) student days of the school year, unless the leave is for the high school, college or equivalent graduation of the employee's spouse, son or daughter. This provision is limited to the availability of substitutes and prior approval by Human Resources. No more than three (3) employees district-wide will be granted this leave per day.
- c. personal leave shall be granted on a first-come, first-serve basis up to a limit of ten (10) employees district-wide (except for employees for whom no substitute is required).
- d. shall not be applicable if it prevents attendance at the required open house activity pursuant to Section 6.2.2.

**7.6.1 Carry Over of Personal Leave.** If unused, up to two (2) personal leave days may be carried over to the next year up to a maximum of five (5) available personal leave days in any one year.

**7.6.2 Personal Leave Requests for the Ensuing School Year.** Personal Leaves for the ensuing school year may be requested and/or approved beginning April 1 of the current year (e.g. leaves for 2010-11 may be submitted or approved beginning April 1, 2010).

**7.6.3 Cash out of Personal Leave.** At the end of each school year, an employee may elect to cash out up to three (3) unused personal leave days at his or her current per diem rate of pay. All cash out requests must be submitted on the appropriate form to Payroll by July 10<sup>th</sup> of any given year, or June 10<sup>th</sup> if the employee's final payroll will be in June.

**7.6.4 Early Notice Incentive.** An employee with five (5) accumulated personal leave days may elect to cash-out five (5) days at his or her per diem rate by completing

Form 363, Separation of Employment, before April 1 and thus notifying the District of intent to retire or resign employment with the District at the end of the contract year. This option is only available to employees in TRS Plan 2 or 3, and is intended to compensate employees for packing and moving out of the employee's current workspaces, and transitioning curriculum and materials to other employees.

**7.6.5 Leave Increments.** Employees in non-traditional classroom teaching positions for whom substitutes are not normally provided or coverage is not required shall be allowed to take personal leave in 60-minute increments. All other employees shall take leave in half- or full-day increments. Employees using personal leave on an early release day (the day before Thanksgiving and the day before Winter Break) shall only be charged one-half (1/2) day of leave.

## **7.7 Maternity/Parental Leave**

**7.7.1** An employee requesting maternity leave shall give written notice to the District at least four (4) weeks prior to commencement of said leave. The written request for maternity leave shall include a statement of the expected date of absence and date of return to employment. Within thirty (30) workdays after childbirth, the employee will inform the District in writing of the specific day when she will return to work.

**7.7.2** Leave for maternity purposes will be granted on the same basis as for any other temporary disabling event. Accrued sick leave may be used by the employee, and/or health leave without pay, if requested, will be granted for the period of actual disability as determined by a competent medical authority. An employee may request Family Leave for parental purposes, subject to the provision of the District Family Leave Policy.

**7.7.2.1** An employee may request parental leave without pay up to one (1) school year from the date of birth of the child.

**7.7.3** The employee shall be returned to the same position occupied before taking parental, maternity or sick leave for maternity purposes, absent a reduction-in-force situation. Employees on such leave, when a reduction-in-force situation occurs, shall be treated as an active employee pursuant to Section 6.8.

## **7.8 Bereavement Leave**

Five (5) days Bereavement Leave may be granted for each death in the immediate family or immediate household. The immediate family shall be defined as parent, brother, sister, including in-laws; foster relationships of more than one (1) year's duration; and husband, wife, child, grandparents and grandchildren of the employee or employee's spouse. The immediate household shall be defined as all people living in the same family unit but not necessarily relatives.

**7.8.1** One (1) day of bereavement leave may be granted for death of an individual not defined as immediate family or household member.

**7.8.2** If extenuating circumstances occur, the employee may utilize emergency leave for bereavement purposes subject to prior approval by the District.

**7.8.3** Bereavement Leave shall not be accumulative.

## **7.9 Jury/Witness Leave**

Leaves of absence with pay shall be granted for jury duty. Any compensation received for jury duty performed on workdays shall be deducted from the employee's salary. The employee shall notify the District when notification to serve on jury duty is received.

**7.9.1** Employees shall also be granted leave with pay when subpoenaed as a witness in a court of law. Any compensation received for such leave shall be deducted from the employee's salary; provided, however, that such leave will not be granted when subpoenaed by the Association in legal action against the District or in actions when the employee subpoenaed is a party to the action.

## **7.10 Professional Conferences and Meetings**

Leaves with pay to attend professional conferences and meetings may include the following:

**7.10.1 Full Payment Leave.** A substitute, travel, and per-diem expenses will be paid by the District when the employee represents the District at professional conferences, meetings, symposiums, and seminars as approved by the District in advance.

**7.10.2 Partial Payment Leave.** A substitute will be paid by the District; travel and per diem expenses will be paid by the employee, Association, or other approved agency. This category applies to employees representing the District in cooperation with the Association or other recognized agencies, as approved in advance by the District. The District will also pay for a substitute for up to one day per year for a teacher taking the National Board for Professional Teaching Standards assessment for the purposes of obtaining or renewing National Board certification.

**7.10.3 No Payment Leave.** A substitute shall be provided by the District. The Association, other approved agency, or the employee shall reimburse the District for the substitute's pay. The District shall not be responsible for any travel expenses. This category applies to the employees in attendance at conferences, seminars and symposiums for the Association or other approved agency. Prior written approval from the Association or other approved agency shall be on file with the District prior to approval by the District and prior to the absence.

## **7.11 Association President Sabbatical Leave**

The Association President shall be granted full time released sabbatical leave during the President's tenure in office provided the President notifies, in advance, the Superintendent prior to taking the release time. The Association President will notify the District by June 1 annually of the period for the sabbatical leave release time. The purpose of the sabbatical released time will be for conducting Association business pursuant to RCW 41.59.

**7.11.1** The Association will reimburse the District on a monthly basis, the full amount of the President's annual contracted base salary and the full amount of the District's payment toward the President's benefits, including retirement and other District-required payments, provided the President is released full-time. Should the

President elect to utilize release time equal to less than full-time of the President's annual contract, then the Association will reimburse the District equal to the prorated amount of the release time actually utilized.

**7.11.2** Nothing in this Agreement will detract nor negate any and all rights and benefits that would have accrued to the President had the President been working on a regular full-time basis.

**7.11.3** Upon the termination of the President's sabbatical leave released time, the President will return to working full-time in the President's current position held prior to taking the release time, unless a RIF is in place and then the RIF provisions shall apply.

## **7.12 Job Sharing Leave**

An employee may request a partial leave of absence for the purpose of job sharing. A request shall be made in writing to Human Resources and shall include the purpose for the leave. In considering the request, the District shall consider criteria that includes, but is not limited to, the purpose of the leave, the ability to replace the vacant position and the impact on the educational program. The remaining portion of the position may be filled by another employee also seeking a job share leave of absence or an out-of-district candidate dependent on District staffing needs. Vacancies created by job-share leaves shall be filled on a substitute or leave-replacement contract basis, as applicable. Employees may request renewal of the job-share leave annually for up to three (3) years, with each request subject to District approval in accordance with the guidelines specified herein.

## **7.13 In-District Assignment Leave**

Employees who apply for and are appointed by the District to quasi-administrative positions may be granted a leave of absence for up to one (1) full school year. During such leaves, the District shall make salary payments to and insurance and other benefits contributions on behalf of the employee as if the employee were not on leave of absence. Credit for state retirement shall be granted on the basis of the rules and regulations as governed by that system.

## **7.14 Military Leave**

Military leave shall be granted pursuant to federal and state laws. Salary schedule experience for military leave shall be awarded in accordance with the established SPI rules and regulations.

## **7.15 Leave Without Pay**

Leaves of absence, either full-time or partial, without pay, may be granted to employees either on a daily basis, trimester or semester basis, or up to one (1) full school year. Such leaves may be granted for purposes which include, but are not limited to, professional study, teacher exchange, recuperation, serving in a public office, or working in a professionally-related field. All leave without pay requests for a trimester, semester or more in the following school year must be submitted to the Human Resources Department

by May 1 annually. Case-by-case considerations will be made for requests that occur past May 1.

**7.15.1** Leaves of absence without pay that have been approved for one (1) full school year may be renewed for one (1) additional year only at the District's option. Employees shall make the renewal request prior to June 1 annually. In the event of a reduction in force, the District may allow employees to extend a leave of absence at its discretion.

**7.15.2** Leaves of absence without pay for less than one (1) year may be approved by the Superintendent or designee. Leaves of absence without pay for one (1) full school year require approval of the Board.

**7.15.3** While on leave without pay, the employee's experience credits for salary schedule purposes and leave benefits shall be reduced on a prorated basis (number of LWOP days/number of contract days), except to the extent provided by the Family and Medical Leave Act.

**7.15.4** Reassignment upon return from a leave of absence without pay shall be into the employee's former position if available, or at least into an equivalent position unless a reduction in force (RIF) is in place in which case Section 6.8 shall apply. Leaves of absence without pay do not count as a day worked for salary schedule or seniority purposes.

**7.15.5 Absence Records.** Employees on short-term leaves of absence that do not require Board approval shall promptly report their absence on the District-provided Employee Leave Request Form as required. Should the employee fail to provide the report prior to the next payroll cut-off period, the District may deduct leave without pay until the report is properly filed.

## **7.16 Paid Family and Medical Leave (PFML)**

Employees will be provided Paid Family and Medical Leave (PFML) benefits as allowed by law. The District and employee shall pay the premiums in accordance with the default apportionment in state law. The District will annually notify employees about the eligibility, benefits, and uses available under PFML. Paid Family Medical Leave (PFML) shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. If paid leave is elected to be used concurrently with PFML, paid leave will be considered a supplemental benefit under the terms of PFML. The District HR office will explain the options and impact on benefits of these options to employees.

## ARTICLE VIII – THE EVALUATION SYSTEM

### 8.1 General Provisions Applicable to All Employees.

Employees shall be evaluated each school year in accordance with the procedures and criteria set forth herein. For the purpose of evaluation, employees shall be observed in the performance of their primary work responsibilities and assignments. The purposes of evaluation are to promote professional growth and effective teaching practices.

**8.1.1 Notice.** Each employee within thirty (30) days after the employee’s employment or within thirty (30) days from the commencement of the school year or within thirty (30) days of the effective date of this Agreement, whichever is later, shall be given a copy of any evaluation forms and criteria to be used in the evaluation process.

#### 8.1.2. Definitions

##### **Classroom Teacher**

Defined by state law as “a certificated employee who provides academically focused instruction to students and holds one or more of the certificates pursuant to WAC 181-79A-140 (1) through (3) and (6)(a) through (e) and (g).” This does not include any employee working under an Educational Staff Associate certificate. Instructional coaches, K-12 librarians, elementary PE, elementary music, and TOSAs who hold a classroom teaching certificate shall also be excluded. Alternative learning environment teachers are excluded unless they deliver academically focused instruction for at least 300 minutes per week to consistent groups of students.

##### **Provisional Employee**

Those employees employed on a provisional contract pursuant to Washington State law.

##### **Experienced Employee**

Employee employed on a continuing contract pursuant to Washington State law, who also has more than four (4) years experience.

##### **Re- Entry Employee**

Employee on a continuing contract who is returning to education after a break in service.

##### **Evaluator**

A certificated administrator who shall be responsible for the evaluation of designated employees.

## **Outside Evaluator**

A qualified evaluator who is not responsible for the employee's immediate supervision but assists with the process upon request.

## **Facilitator**

A person who assists employees in the formation and accomplishment of goals to promote professional growth and effective teaching.

**8.1.3 Evaluation Responsibilities.** At the outset of the school year, the administrative evaluator shall be designated for each employee. Other certificated administrators may assist the evaluator in the pre- and post-evaluation conferences and in observations. Prior to the beginning of the evaluation process, the principal of each building, and those other qualified individuals who will be acting as evaluators, shall meet with staff upon their request to review and discuss the evaluation system in order to develop mutual understanding of the evaluation system, processes, procedures and purpose.

**8.1.4 Evaluation Tracks.** Each employee shall be evaluated with the criteria appropriate to the employee's position and Track in the evaluation cycle as set forth in this Agreement. Report forms are attached hereto as appendices.

### **8.1.4.1 Evaluation Tracks for Classroom Teachers (Sections 8.2-8.7)**

**8.1.4.1.1 Comprehensive.** For all classroom teachers on a provisional contract, employees who received a cumulative Basic Comprehensive Evaluation performance rating in the previous year, and all employees at least once every six (6) years. See Sections 8.2 and 8.3.

**8.1.4.1.2 Focused.** For all classroom teachers who are not on a Comprehensive Track, and teachers on a replacement employee contract. See Sections 8.2 and 8.4.

**8.1.4.1.3 Growth Assistance.** A positive process to assist employees who may not meet minimum teaching criteria. See Section 8.5.1.

**8.1.4.1.4 Probation.** The procedures required by state law for classroom teachers who do not meet minimum criteria. See Section 8.6.

### **8.1.4.2 Evaluation Tracks for Non-Classroom Teachers (Sections 8.8-8.11)**

**8.1.4.2.1 Summative.** For all replacement and provisional employees and employees with four (4) or less years of experience. Used as employees cycle in and out of the Formative Track. See Section 8.8.

**8.1.4.2.2 Formative.** Available to employees with four (4) or more years experience. Employees remain in the Formative Track a maximum of three (3) years or until they voluntarily opt to cycle to the Summative Track, or the District determines the employee has not

met minimum criteria. The Formative Track uses collegial involvement aimed at accomplishing professional growth and improved instruction. Employees who wish to explore the option of utilizing the National Board for Professional Teaching Standards Certification Process in lieu of the formative goal process, may request approval of the District and the Association. See Section 8.9.

**8.1.4.2.3 Intensive Assistance.** A positive process to assist employees who may not meet minimum teaching criteria during the Summative Track. See Section 8.10.

**8.1.4.2.4 Probation.** The procedures required by state law for employees who cannot meet minimum teaching criteria after Intensive Assistance. See Section 8.11.

**8.1.4.2.5 Transfers During School Year.** If an employee is in the Summative Track and transfers to a different assignment, the employee shall be evaluated prior to the transfer taking effect if the employee has been in the first assignment at least ninety (90) days.

**8.1.4.2.6 Resignation or Leave of Absence.** If an employee resigns or takes a leave of absence during the school year, and has worked at least thirty (30) days, a final Annual Evaluation Report shall be completed prior to the employee's resignation or leave taking effect. An employee in the Formative Track who transfers shall take the employee's goals to the new building if the goals are appropriate to the new position. New goals shall be written if, as a result of transfer, the goals are no longer appropriate.

**8.1.5 Minimal Evaluative Criteria.** The evaluative criteria which the District will use as a minimum basis for evaluating the performance of employees is listed in Appendices E through M. Under each criterion are listed a number of indicators which may serve as a basis for determining the extent to which the employee is actually meeting the criterion.

**8.1.6 Student Performance Data.** Federal, state, and district assessments are valuable program evaluation tools that can drive improvement efforts at the classroom, school and district levels. Many factors affect student performance, and some of these factors are outside the control of the teaching staff; therefore, the judgments reflected in staff evaluations will be based on the professional performance of the employee (as measured against the standards in Appendices E through M) and not the standardized test or performance assessment scores of the students taught by that employee.

**8.1.7 Electronic Monitoring.** All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class without the prior knowledge and consent of the teacher.



## **8.1.8 Evaluation Results**

### **8.1.8.1** Evaluation results shall be used:

- a. To acknowledge, recognize, and encourage excellence in professional performance.
- b. To document the level of performance by an employee of the employee's assigned duties.
- c. To identify specific areas in which the employee may need improvement according to the criteria included on the evaluation instrument.
- d. To document performance by a employee judged unsatisfactory based on the District evaluation criteria.

**8.1.8.2** Evaluation results shall not be publicly shared or published with any employee identifying information, except as required by law or with consent of the employee. If release of such information is required, the individual employee and Association will be notified prior to disclosure. Use of evaluations within the District as a training tool shall be with the consent of the employee and without identifying information.

**8.1.8.3** The evaluation ratings of employees shall not be based on comparison to the evaluation ratings of other employees in the district.

**8.1.9 Appeal.** An appeal by an employee of the evaluation procedure, through the grievance process, shall be limited to the procedural application of said procedure.

## **8.2 General Provisions Applicable to Classroom Teachers.**

The evaluation system described in Sections 8.2 through 8.7 applies only to classroom teachers.

**8.2.1 Professional Development.** The District shall offer all new classroom teachers with a minimum of a half-day of training on the evaluation process outlined in this CBA and the CEL 5D+ framework. The District and Association shall annually review and distribute a one-page summary of contractual requirements. Prior to the first day of the school year, the Association and District shall partner in providing all classroom teachers updates on TPEP, if any.

### **8.2.2 Evaluators**

**8.2.2.1** No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any state or federal requirements directly related to teacher evaluation.

**8.2.2.2** During probation an alternative evaluator may be requested as provided in RCW 28A.405.100.

**8.2.2.3** If an employee disagrees with an evaluator’s decision to transfer the employee from Focused to Comprehensive Evaluation, the employee may request an Alternate Review as described in Section 8.9.1.3. The employee shall be notified of this right prior to moving from Focused to Comprehensive.

**8.2.2.4** An employee may request an Alternate Review of the Comprehensive Evaluation if the employee receives a cumulative score of two (2) or lower for the second time in any three- year period.

**8.2.3 State Criteria, Framework and Scoring.** The state evaluation criteria are:

1. Centering instruction on high expectations for student achievement;
2. Demonstrating effective teaching practices;
3. Recognizing individual student learning needs and developing strategies;
4. Providing clear and intentional focus on subject matter content and curriculum;
5. Fostering and managing a safe, positive learning environment;
6. Using multiple data elements to modify instruction and improve student learning;
7. Communicating and collaborating with parents and the school community;
8. Exhibiting collaborative and collegial practices focus on improving instructional practices and student learning.

**8.2.4 Instructional Framework.** The parties have agreed to use the adopted evidence-based instructional framework developed by the UW Center for Educational Leadership and approved by OSPI (CEL 5D+). The evaluation framework identifying the components of the CEL 5D+ framework within the state criteria will be placed on the District’s website.

**8.2.5 Criterion Performance Scoring.** Criterion scores will be determined using the following table:

# of Components	Criterion Score			
	1	2	3	4
<b>1</b>	1	2	3	4
<b>2</b>	2	3-4	5-6	7-8
<b>3</b>	3-4	5-7	8-10	11-12
<b>4</b>	4-5	6-9	10-13	14-16
<b>5</b>	5-7	8-12	13-17	18-20
<b>6</b>	6-8	9-14	15-20	21-24
<b>7</b>	7-10	11-17	18-24	25-28
<b>8</b>	8-11	12-19	20-27	28-32

**8.2.6 Student Growth Data.** Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher’s assignment. The teacher may include teacher initiated formal and informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time in the current school year shall not be used to calculate a teacher’s student growth criterion score. No district wide averages or scores shall be used for teacher evaluations. If an employee receives a low student growth score, the evaluator must initiate a student growth inquiry pursuant to WAC 392-191A-100 within two months or at the beginning of the following school year, whichever is later.

### **8.2.7 Observations**

**8.2.7.1** Following each observation, or series of observations, the principal or other evaluator shall promptly document the results of the observation in writing and shall provide the employee with a copy thereof within three days after such report is prepared. Typically this requirement will be met by providing the teacher a copy of a summary or notes prepared during the observation, but in any event such documentation will be prepared and provided within ten (10) workdays. A “series of observations” for the purposes of this agreement means a sequence of observations that does not last longer than a month.

**8.2.7.2** Before any teacher can receive a cumulative score of basic or unsatisfactory on the Comprehensive assessment, there will be at least one formal observation (of the minimum two observations) with a 30-minute minimum duration followed by a post-observation conference. The supervisor and teacher shall collaboratively schedule the formal (30 minutes or more) observation at a mutually agreeable time. If no mutually agreeable time can be determined, or if necessary to meet a crucial timeline, the supervisor may schedule the observation with at least five (5) days notice to the employee.

### **8.2.8 Pre and Post Observation Conferences**

**8.2.8.1** No later than December 15, a pre-evaluation conference shall be held between the evaluator and the employee to discuss the evaluation cycle, goals, and observations. A pre-observation conference prior to an observation is not required.

**8.2.8.2** If a pre-observation conference is held, no form will be required to be filled out by the employee prior to the conference.

**8.2.8.3** No standard form will be required to be completed prior to the post-observation conference. Any of the eight minimum state criteria may be addressed during the conference.

**8.2.8.4** The teacher being evaluated may request an association representative of their choice be present at the pre and/or post conference, provided it does not result in a delay of the conference.

## **8.2.9 Evidence**

- 8.2.9.1** Artifacts are defined as: documents which support/ illustrate evidence. These may include, but are not limited to, photos, phone logs, data collection sheets, hard copies, or surveys.
- 8.2.9.2** Evidence is defined as: anything that indicates or illustrates. This may include, but is not limited to, observations, conversations, first-hand knowledge, or artifacts.
- 8.2.9.3** Professional conversations and observations (formal or informal) are the primary means of collecting evidence. Evidence may come from conversations with PLCs, grade level teams, and/or individuals. Teachers/principals are not expected to submit artifacts or upload documents unless conversations or observations cannot demonstrate proficiency. Teachers will not be expected to provide portfolios.

## **8.2.10 Record Keeping.** The District shall adhere to the following:

- 8.2.10.1** A copy of the final framework rubric, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.
- 8.2.10.2** Teachers shall have access to information in their eVAL account in subsequent years to the extent available to the District.
- 8.2.10.3** To the extent supported by eVAL, evaluators who use eVAL shall set up the system to notify the teacher of any additional evidence submitted to eVAL within forty-eight (48) hours.
- 8.2.10.4** Teachers shall not be required to share self-assessment information utilized within the eVAL system.
- 8.2.10.5** Teachers shall not be required to use the eVAL tool, unless required by the state.
- 8.2.10.6** Any and all data entered into eVAL shall be considered confidential, and not be subject to public disclosure, unless required by law.

**8.2.11 Provisional Status.** A second year Provisional teacher who receives a summative rating of 3 – Proficient or 4 – Distinguished may be granted continuing contract status for the subsequent school year.

## **8.3 Provisions Applicable to Comprehensive Evaluations for Classroom Teachers**

- 8.3.1 Frequency and Criteria.** A Comprehensive Evaluation must be completed at least once every six (6) years. A Comprehensive Evaluation assesses all eight evaluation criteria, and all criteria contribute to the Comprehensive Evaluation cumulative performance rating.
- 8.3.2 Cumulative Performance Rating.** A Comprehensive Evaluation model shall receive a cumulative performance rating for each of the eight (8) state evaluation

criteria. The overall cumulative score is determined by totaling the eight (8) criteria. The overall cumulative score is determined by totaling the eight (8) criterion-level scores as follows:

1. 8-14        Unsatisfactory
2. 15-21      Basic
3. 22-28      Proficient
4. 29-32      Distinguished

**8.3.3 Student Growth Criterion Score.** Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in SG 3.1, SG 3.2, SG 6.1, SG 6.2 and SG 8.1. For a Comprehensive Evaluation, evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scoring bands below:

1. 5-12        Low
2. 13-17      Average
3. 18-20      High

**8.3.4 Final Evaluation Conference.** The evaluator and teacher shall meet to discuss the teacher's final cumulative score no later than May 15. Each teacher shall sign and date the Final Annual Evaluation Report to indicate receipt, not agreement. The teacher may attach any written comments or documents to Final Annual Evaluation Report. Employees evaluated using the Comprehensive model shall receive their Final Annual Evaluation Report on or before May 15.

#### **8.4 Provisions Applicable to Focused Evaluations for Classroom Teachers**

**8.4.1 Frequency and Criteria.** A Focused Evaluation includes an assessment of one of the eight criteria selected for a performance rating plus professional growth activities specifically linked to the selected criteria. A teacher on Focused Evaluation will remain on Focused Evaluation for five (5) years unless otherwise determined by the evaluator or the teacher.

**8.4.2 Cumulative Performance Rating.** A classroom teacher on a Focused Evaluation shall receive a cumulative performance rating using the cumulative score from the most recent Comprehensive Evaluation. This score becomes the Focused Evaluation cumulative score for any of the subsequent years following the Comprehensive Evaluation in which the certificated classroom teacher is placed on a Focused Evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

**8.4.3 Student Growth Rubrics.** The Focused Evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 are selected, evaluators will

use those student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics.

**8.4.4 Final Evaluation Conference.** The evaluator and teacher shall meet to discuss the teacher's final cumulative score no later than May 15. Each teacher shall sign and date the Final Annual Evaluation Report to indicate receipt, not agreement. The teacher may attach any written comments or documents to the Final Annual Evaluation Report. Principals may delay meeting with an employee to discuss the Final Annual Evaluation Report until May 30, provided that the employee is being evaluated using the Focused model. Said employee will receive a rating no less than 3 (Proficient).

## **8.5 Additional Support for Classroom Teachers.**

**8.5.1** If a non-provisional classroom teacher receives a Comprehensive Evaluation cumulative score of two (2) ("Basic"), the employee will be placed in the Growth Assistance Track for the ensuing school year. The Association will be notified immediately of this event. This Section is not applicable to provisional or replacement contract employees. Further, in the event that the employee has received a Comprehensive Evaluation proficient cumulative score (three or higher) in the prior year, and the evaluator has determined and notified the employee in writing during the year that the evaluator has concerns that may result in a basic or unsatisfactory Comprehensive Evaluation cumulative score, the parties may mutually agree in writing that the Growth Assistance Track procedures be utilized earlier. While in the Growth Assistance Track, the District will provide additional resources to assist the employee in completing a successful Comprehensive Evaluation. Such resources may include but are not limited to; university course work; peer coaching; observation.

**8.5.2** Before non-renewing a provisional teacher for performance reasons, the evaluator shall have completed a Comprehensive Evaluation conducted in accordance with this CBA, which includes ongoing feedback to the teacher.

## **8.6 Probation for Classroom Teachers.**

At any time after October 15, a classroom teacher whose work is judged not satisfactory based on the scoring criteria shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement.

**8.6.1** A classroom teacher's work is not judged satisfactory, and therefore shall be placed on probation, when the overall Comprehensive cumulative score is 1 – Unsatisfactory. A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose Comprehensive Evaluation cumulative score is 2 – Basic for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.

**8.6.2** Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.

- 8.6.3** In the event that an evaluator determines that the performance of a teacher under the evaluator’s supervision merits probation, the evaluator shall report the same in writing to the Superintendent or designee. The report shall include the following:
- a. The Final Annual Evaluation Report prepared pursuant to the provisions of the CBA, and,
  - b. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- 8.6.4** If the Superintendent concurs with the administrator’s judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final cumulative score as of May 15<sup>th</sup> is 1 – Unsatisfactory. Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:
- a. Specific areas of performance deficiencies identified from the instructional framework;
  - b. A suggested specific and reasonable program for improvement;
  - c. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in the teacher’s area or areas of deficiency.
- 8.6.5** A plan of improvement will be developed and will include the specific evaluative criteria which must be met and the measures and benchmarks which will be used to determine the teacher’s success or failure. The plan will include a system for periodic feedback during the term of probation and will include, as needed, supports provided and funded by the district, and the dates those supports will be put in place.
- 8.6.6 Evaluation During the Probationary Period**
- 8.6.6.1** At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the plan of improvement.
- 8.6.6.2** Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
- 8.6.6.3** During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 8.2.7 above shall apply to the documentation of observation reports during the probationary period.

- 8.6.6.4** The teacher must be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement.
- 8.6.6.5** The evaluator may authorize one additional supervisory certificated employee to evaluate the probationary teacher and to aid the teacher in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the teacher may request that an additional supervisory certificated employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by the educational service district in which the school district is located and selected from a list of evaluation specialists compiled by the educational service district.
- 8.6.7** A teacher who is on a plan of improvement must be removed from probation if the teacher has demonstrated improvement in the areas prescribed as deficient. The teacher must be removed if a teacher with five (5) or fewer years of experience scores at 2-Basic or above and a teacher of more than five (5) years scores at 3-Proficient or above.
- 8.6.8** Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28.A.405.300 or 28A.405.210.
- 8.6.9 Evaluator's Post-Probation Report.** Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent or designee at the end of the probationary period which report shall identify whether the performance of the probationary teacher has improved, and which shall set forth one (1) of the following recommendations for further action:
- a. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
  - b. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
  - c. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.
- 8.6.10 Action by the Superintendent.** Following a review of the any report submitted pursuant to paragraph 10 above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.



**8.6.11** The probationary period may be extended into the following school year if the teacher has five or more years of teaching experience and has a Comprehensive Evaluation cumulative performance rating as of May 15th of less than level 2.

## **8.7 Non-Renewal or Discharge for Classroom Teachers**

**8.7.1** When a continuing contract teacher with five (5) or more years of experience receives a Comprehensive Evaluation cumulative score of 1 – Unsatisfactory for two (2) consecutive years, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15<sup>th</sup>, whichever occurs first, implement the teacher notification of non-renewal or discharge as provided in RCW.28A.405.300.

**8.7.2** The teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) calendar days following receipt of said notice to file any notice of appeal as provided by statute and retains all rights and timelines as provided by this Agreement.

## **8.8 The Summative Track for Non-Classroom Teachers**

**8.8.1** Provisional and replacement contract employees shall be evaluated using the Summative Track. Employment will be viewed as a time for review of the provisional or replacement employee's performance and the provisional employee may be non-renewed without placing the employee in the Intensive Assistance Track or the Probation Track pursuant to Washington State law. The Summative Track shall also be used as employees cycle in and out of the Formative Track.

**8.8.2** All employees newly employed by the District shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) days from the commencement of their employment.

**8.8.3 Observation Time.** During each school year, each Summative Track employee (except an employee in the third year of provisional status, as noted below) shall be observed for the purpose of evaluation at least twice in the performance of the employee's assigned duties. Total observation time for each employee in each school year shall not be less than a documented sixty (60) minutes by the evaluator(s). One (1) observation by the evaluator shall be at least thirty (30) minutes in duration. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be formally observed at least three (3) times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety (90) minutes. Additional formal and informal observations may be conducted by the evaluator as described in Section 8.8.6.

**8.8.4 Optional Goals.** The Summative Track may include optional goals. These goals are to aid in the transition to or from the Formative Track. Such goals shall not be used to determine an employee's performance in meeting the minimum criteria.

**8.8.5 Pre-Assessment Conference.** No later than December 15, a pre-evaluation conference shall be held between the evaluator and the employee to discuss the evaluation cycle and establish dates for the minimum two (2) required observations.

**8.8.6 Observation Procedures**

**8.8.6.1** Each Summative Track employee shall be formally observed for the number of times per year identified in Section 8.8.3 above. Generally, formal observations shall be limited to these observations, except in the case where the evaluator believes additional assistance is warranted or the employee requests additional feedback.

**8.8.6.2** Following each formal observation, in narrative form, the evaluator shall within five (5) workdays, document the data and evaluative judgments, if any, using the appropriate performance criteria. The date and duration of the observation in minutes shall be a part of the Final Annual Evaluation Report. The employee will be given, if requested, a copy of the observation notes or documentation.

**8.8.6.3** A post-observation conference will be held after each formal observation. The employee shall initial a printed copy of the Evaluation Report to indicate that the employee has reviewed the observation notes at the conference. The initials of the employee do not, however, necessarily imply that the employee agrees with the contents of the observation. The employee may submit signed comments concerning the employee's observation. These signed comments shall be made a part of the final observation report and placed in the employee's personnel file.

**8.8.6.4** Observation(s) shall be conducted openly and with the knowledge of the employee. No mechanical or electrical device shall be used in any classroom for the purpose of listening or recording the procedures in any class, unless mutually agreed upon by the employee and evaluator.

**8.8.6.5** The evaluator may designate other certificated administrators to assist in the observation and provide evaluation data to the supervisor. In the event another certificated staff member in the bargaining unit offers information relevant to the evaluation, the information will not become a part of the district record without independent confirmation or investigation by the evaluator.

**8.8.6.6** In addition to the formal observations required herein, the evaluator may make informal observations or collect other supportive data as may be pertinent to the established criteria at any time during the school year. Such data shall be used in an employee's evaluation only with prior notice to the employee.

**8.8.7 Final Annual Evaluation Report.** After the completion of the minimum observations described in Section 8.8.3, the employee shall be provided with a copy of the summary and evaluation section within three (3) working days after such a

report is prepared. The evaluation of an employee's performance shall be based upon the observations as provided herein together with such other supportive data as may be pertinent to the established criteria. The evaluator shall meet with the employee on or before May 15 annually for the purpose of discussing the Final Annual Evaluation Report and when applicable, goals and successes for the ensuing year. In the event of absence, the evaluator may mail the Final Annual Evaluation Report to the employee on or before May 15. Such employee may request an individual conference.

**8.8.7.1** If an employee receives an unsatisfactory written evaluation, the employee will be placed in the Intensive Assistance Track for the ensuing school year. The Association will be notified immediately of this event. This Section is not applicable to provisional or replacement contract employees. Further, in the event that the employee has received a satisfactory evaluation the prior year, and the evaluator has determined and notified the employee in writing during the year that the evaluator has concerns that may result in an unsatisfactory Summative Evaluation, the parties may mutually agree in writing that the Intensive Assistance Track procedures be utilized earlier. Such process should be utilized to support the employee in improving the identified concern areas, including identification of resources to be made available to assist the employee.

**8.8.7.2** **Final Evaluation Conference.** The employee shall sign a printed copy of the final observation and Final Annual Evaluation Report (Summative Track Evaluation) to indicate that the employee has received a copy of the evaluation section and a conference was held. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the Final Annual Evaluation Report. Within five (5) days of the conference, the employee may submit signed comments concerning the employee's Final Annual Evaluation Report. These signed comments shall be made a part of the official observation and Final Annual Evaluation Report.

**8.8.7.3** The evaluation conference shall not be used as a formal meeting to warn, reprimand, or otherwise discipline an employee.

## **8.9 The Formative Track for Non-Classroom Teachers**

**8.9.1 Purpose and Availability.** The purpose of the Formative Track shall be to promote professional growth for employees in order to improve instruction. The Formative Track shall be available and shall be voluntary to employees who have successfully completed four (4) satisfactory Summative Tracks. The Formative Track is aimed at encouraging professional growth through goal setting and involves the employee and evaluator in cooperative discussions and planning. It is also aimed at encouraging collegial interaction for the accomplishment of goals.

**8.9.1.1** Re-entry employees with four (4) years previous successful evaluations may, after successfully completing the Summative Track requirements,

select the Formative Track with mutual agreement between the employee and the evaluator.

**8.9.1.2** Employees remain in the Formative Track for a maximum of three (3) years before returning to evaluation under the Summative Track. Employees may voluntarily select to return to the Summative Track after any year in the Formative Track by indicating such choice in writing on the Formative Track annual evaluation form. Likewise, the evaluator may assign the employee back to the Summative Track. If the employee disagrees with the assignment, the employee shall request an Alternative Review as described in Section 8.9.1.3. After successfully completing the Summative Track, the employee may again select the Formative Track. Further, should the parties mutually agree in writing, the Summative or Intensive Assistance Track procedures may begin earlier.

**8.9.1.3** **Alternate Review of Summative or Comprehensive Evaluation.** If, through informal observations or other supportive evidence, the evaluator believes that minimum criteria described in Appendices E through M, are not being met, the evaluator will request in writing from the Human Resources office the permission to have an outside evaluator perform an Alternate Review. Any CTE employees may request an outside evaluator that has experience teaching or evaluating CTE classes. Information or data collected during the Alternate Review will be discussed with the employee and placed in the Building Working File and retained only pursuant to Section 8.9.2.9. The letter and documentation requesting an Alternate Review will be given to the employee within five (5) workdays of being submitted to the Human Resources office, and the Association shall be notified. During the Alternate Review, the outside evaluator will conduct a minimum of one thirty (30) minute observation and complete an evaluation summary. At the conclusion of the Alternate Review, if the employee meets minimum criteria, the employee may return to the Formative Track. If the conclusion is that the employee does not meet minimum criteria, the employee will return to the Summative Track. The Alternate Review will occur within twenty (20) workdays after the written request.

**8.9.2** **Establishing Formative Goals/Initial Meetings.** During the spring, building goals will be mutually established among the staff and building or site administrator. Building goals will coalesce with District goals. Building and District goals will provide the framework for individual employee goal setting. In accordance with RCW 28A.405.100(1), the individual goals must be specifically linked to one or more of the certificated employee evaluation criteria identified in Appendices E through M.

**8.9.2.1** During September and October of the evaluation year, Formative Track employees will develop their annual goals and initially meet with their evaluator. Depending on their complexity, employees will choose three (3) to four (4) goals from the following categories:

1. **Employee Goals.** These are directly related to the teaching act and are usually the most long lasting. One (1) goal selected must be an employee goal.
  2. **Student Goals.** These goals relate to desired student outcomes.
  3. **Program Goals.** These goals relate to curriculum development and committee involvement.
  4. **Personal and Professional Goals.** These goals relate to the individual's personal and professional development. The goals established must be consistent with building and District goals and be designed to promote an individual's professional growth and improve instruction.
- 8.9.2.2** Employees should have in mind the goals, the areas to be investigated, resources needed, colleagues to be involved, methods for collecting data and the methods for evaluating growth toward the goals.
- 8.9.2.3** During the initial meeting, the supervisor shall act as an advisor in order to clarify and refine the goals, assist in developing data collection methods and ways to evaluate, and shall discuss resources needed and allocate such resources when available. The administrator is encouraged to assist in coordinating efforts toward common goals that may exist in the building. The administrator is further encouraged to disseminate information and resources to employees that may have bearing on their goal attainment.
- 8.9.2.4** Itinerant personnel may be involved in the Formative Track and set goals to encourage professional growth. The Formative Track will be in consultation with their primary supervisor. Itinerant personnel will informally make their goals known to any other supervisor with whom they have contact, in order to facilitate any resource or assistance a supervisor may wish to provide.
- 8.9.2.5** Research recognizes that there are varying teaching strategies, learning and teaching styles, circumstances, and lesson plan formats. Experimentation and flexibility are encouraged in developing goals to promote professional growth.
- 8.9.2.6** The Formative system will work if employees recognize their responsibility for their own professional growth and the need to expand their knowledge and effectiveness. This system will work if administrators take seriously their role as instructional leaders and are dedicated to the growth of the staff. Success cannot occur if trust and confidence are not an important part of the process. Effective communication is essential. Excellence is not only a good idea; it is a good commitment.
- 8.9.2.7** Peer involvement is heartily encouraged. Employees may elect to use colleagues in observations, data collecting, or as collaborators.

Employees may choose to work in teams, department groups, or grade levels for goal setting and attainment. The evaluator acts as a coach, observer, facilitator, and/or data collector. The evaluator will verify that state statute requirements have been met by routine school contact with the employee. Collaborative interaction is encouraged based on trust and confidence. Growth is the desired outcome, and the Formative Track should not represent a threat to anyone.

**8.9.2.8** Although some goal setting in the Formative Track may be based on information gathered in the Summative Track, information may not pass from the Formative Track to the Summative Track in order to ensure that employees take risks and try new things. It is conceivable that all stated goals may not be reached in a given year for a variety of circumstances, and analysis of such circumstances can also be a learning experience. The attainment of some goals may take more than one (1) year.

**8.9.2.9** The Formative Track evaluation materials will be maintained in the Building Working File and will be available to both employee and evaluator, and it may contain the following but not be limited to: annual goals, notes from meetings, resources needed, data gathering methods, or if applicable, data. At the end of each year, the employee will retain the Formative Track materials and evaluation data accumulated for that year. This does not include data or materials related to any disciplinary action which may have been taken during a Formative Track. Additionally, the actual year-end evaluation form may remain in the Building Working File.

**8.9.3 Mid-Year Meeting.** During January or February, a second meeting will occur in order to discuss collaboratively the progress on goal attainment and to refine and update any need for resources.

**8.9.4 Final Evaluation Conference.** During April or May, a final meeting will be held to analyze data and to evaluate the success of the goals. At this meeting, a report on yearly goal attainment shall be compiled collaboratively to be submitted to the District personnel file on the Formative Evaluation Form (Appendix N). Principals may delay meeting with an employee to discuss the Final Annual Evaluation Report until May 30, provided that the employee is being evaluated using the Formative Track. Said employee will receive a rating no less than satisfactory.

## **8.10 Intensive Assistance Track for Non-Classroom Teachers.**

When an employee receives an unsatisfactory Summative Evaluation, the employee will be placed in the Intensive Assistance Track. The employee may also be placed in the Intensive Assistance Track upon mutual written agreement of the evaluator and the employee as specified in this Agreement. A qualified evaluator not regularly employed by the District will evaluate the employee. While in the Intensive Assistance Track, the District will provide additional resources to assist the employee in completing a successful Summative Evaluation. Such resources may include but are not limited to: university course work; peer coaching; observation of other employees; and reading material. An

employee placed in the Intensive Assistance Track will return to the Summative Track. If upon return, the employee is again evaluated unsatisfactorily, the employee will move directly to the Probation Track.

## **8.11 Probation Track for Non-Classroom Teachers.**

**8.11.1 Prior Conference.** Prior to the District, or its authorized representatives taking any official action regarding Probation, a conference shall be held between the evaluator, the affected employee, the employee's designated representative, and the Superintendent and/or the Superintendent's designated representative. The purpose of such conference shall be to afford the employee an opportunity to provide input to the Superintendent prior to any official action regarding probation occurring.

**8.11.2 Establishment of Probationary Period.** If the Superintendent concurs with the evaluator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status. Such placement may begin at any time after October 15. The employee shall be notified in writing of the specific areas of deficiency and be provided with a written program for improvement. The probationary period shall continue for a minimum of sixty (60) school days. During the probationary period, the employee may not be transferred from supervision of the original evaluator. The purpose of the probationary period is to give the employee an opportunity to demonstrate improvements in the identified areas of deficiency. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall in accordance with Washington State law, be done by the Superintendent.

**8.11.3 Assistance During Probation.** During the probationary period, the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The evaluator may authorize one (1) additional certificated person who may not be a member of this bargaining unit, to evaluate the probation employee and to assist that employee in improving the identified areas of deficiency. Such additional person shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation.

**8.11.4 Conclusion of Probation.** The probation employee may be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in the employee's initial notice of deficiency and subsequently detailed in the employee's improvement program. Lack of necessary improvement shall be specifically documented in writing with notification to the probation employee and shall constitute grounds for a finding of probable cause under RCW 28A.405.210 or 28A.405.300, as now or hereafter amended. If the probationary period does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the district may place the employee in an alternative assignment or on paid administrative leave for the remainder of the school year.

## ARTICLE IX – COMPENSATION

### 9.1 Provisions Governing Employees' Salary Schedule

The following general conditions shall govern implementation of the Employees' Salary Schedule.

**9.1.1 Employee Salary Schedule.** The salary schedule for the 2023-24 school year is included in Appendix B, and reflects an increase of 4.7% inclusive of the state's inflationary adjustment factor. For the 2024-25 and 2025-26 school years, each cell on the salary schedule shall be increased by the state's inflationary adjustment factor included in the state budget, if any, for certificated instructional staff (e.g., the implicit price deflator (IPD)) or 3%, whichever is greater.

**9.1.2 Employee Placement.** Each employee shall be placed on the Employee's Salary Schedule in accordance with the criteria established by State law, WAC and SPI regulations regarding the Salary Allocation Model (SAM), and S-275 reporting rules effective in the 2017-18 school year, which include but are not limited to the following criteria:

**9.1.2.1 Documentation.** No advancement on the salary schedule shall be made until the appropriate documentation (degree document, official transcripts and/or experience verification) is registered in Human Resources. All credits, including clock hours posted on an ESD transcript or a WIAA transcript, recognized by the state for the purpose of placement and/or advancement on the salary schedule shall be accepted by the District. Human Resources shall approve or disapprove credit for advancement; provided, however, that Human Resources shall approve only that experience and those credits recognized by the state for advancement on the salary schedule. An employee may appeal a decision about credits using the grievance procedure of this Agreement.

**9.1.2.2 Time Deadlines.** Eligible experience worked through August 31 of the preceding school year shall be credited, provided that the necessary documentation of data as required by the state is registered in Human Resources no later than the close of business on November 1. No experience shall be granted which fails to qualify for placement on the state-wide salary schedule under the State of Washington Law or SPI guidelines for state-wide allocation of salaries. Eligible course work (credits and clock hours) earned on or before October 1 of the current school year shall be credited provided that the necessary documentation, including course credit approval forms, are registered in Human Resources no later than the close of business on November 1. Exceptions shall be made for new hires pursuant to Section 9.1.2.4, below. Any failure to meet these timelines shall nullify salary schedule credit for the experience or course work for the current school year, unless the employee can produce evidence that the circumstances were beyond the employee's control. In this event, the employee must notify the District in writing by the close of business on November 1 that such a situation exists and must provide the missing documentation no later



than June 1 of the current school year in order to receive credit for the placement on the current year’s salary schedule.

**9.1.2.3 ESA Experience.** Non-school experience allowed by state law for employees in ESA positions during the 2017-2018 school year shall be recognized for salary schedule placement without the two year limit in that law.

**9.1.2.4 Timelines for Documentation for New Hires.** All new hires must have appropriate documentation (consistent with Sections 9.1.2.1 through 9.1.2.3 above, of all eligible course credit, including clock hours, and eligible experience registered in Human Resources within ninety (90) days of their first day of work in order for the credit and/or experience to be applicable to the current year salary, unless the new employee can produce evidence that the absence of the documentation is beyond the employee’s control. In this event, the new employee must notify the District in writing prior to the expiration of the ninety-(90) day period, that such a situation exists and must provide the missing documentation no later than June 1 of the current school year in order to receive credit for the placement on the current year’s salary schedule. However, for seniority purposes, salary schedule placement documentation shall be limited to that registered in Human Resources as of March 1 annually, pursuant to Section 6.8 of this Agreement.

**9.1.2.5** Partial years of experience shall be granted pursuant to SPI guidelines. Experience credit shall be rounded utilizing the same criteria established by the Office of the Superintendent of Public Instruction for the S-275 reporting process. For example:

<b>Workdays/Years* Experience</b>	<b>FTE/Contract Days (e.g., 183)</b>	<b>Salary Schedule Step</b>
69 days*	.38	0
82 days*	.45	1
147 days*	.80	1
1 year (183 days) & 41 days*	1.22	1
1 year (183 days) & 88 days*	1.48	2
2 years (183 days each) & 54 days*	2.30	2
3 years (183 days each) & 95 days*	3.52	4

Total days of experience are divided by the number of employee workdays in a year to calculate the FTE experience. \*Note: The example above used 183 days as a base, but the base changes dependent on the total required workdays for the school year (e.g. 182 days, 180, 183 days).

**9.1.2.6 ESD 114 Clock-Hour Recording Fees.** The District shall make a payment to ESD 114 for the purpose of paying for the recording of employee clock-hour fees and relieving the individual employee of the necessity to make that individual payment (e.g. \$3 per clock hour).

Employees are still responsible for all basic clock-hour fees for courses taken and for fees collected by other ESDs.

**9.1.2.7 Compliance with Salary Limitations.** It is the intent of the District and the Association to comply with the limitations imposed by State law and the Appropriations Act in effect when the increments and/or salary increase are payable. In the event the District is out of compliance with State law or the Appropriations Act, in effect when the salary is payable, then the District may reduce the increase on the base salary, or delay or reduce increments to bring the District in compliance. All reductions or increases in salary shall be done in accordance with the salary increase provisions set forth above. The District may recover from individual employees such amount as may be necessary to bring the District in compliance with State law and the State Appropriations Act by deducting such amount(s) in equal portions from the monthly salary warrant(s) due the employee for the balance of the school year. If an employee terminates the employee's employment prior to the end of the school year or prior to the deduction of the full amount due, the District shall be entitled to recover the same from the employee from the employee's final payment or by suit in any court of competent jurisdiction.

## **9.2 Additional Provisions**

**9.2.1 Part-Time Employees.** For the five (5) non-student workdays included in the base contract and work year, part-time employees shall be offered a supplemental contract for the difference in hours between a full-time contract and the employee's daily hours when pro-rated by FTE.

**9.2.2 Leave Replacement.** A leave replacement contract employee will be eligible to work and be compensated for the base and supplemental responsibilities.

**9.2.3 Payment for Supplemental contracts.** Payment for the supplemental contract described in Section 9.2.1 (Part-Time Employee) shall be made in equal installments over the school year. Employees separating employment or reducing their FTE shall also have their Stipend reduced on an FTE prorated basis.

**9.2.4 Levy Protection.** The District and Association agreed to increase compensation in Article IX on the basis of the District's levy authority in 2018. If the legislature reduces the District's levy authority or changes how levy funds may be spent, or in the event of a double levy failure, the District and Association agree to meet and negotiate regarding the amount of compensation impacted by the legislative change. Nothing bargained may violate compensation limitations imposed by state law or subject the District to a state funding penalty. If an agreement cannot be reached, the District shall have no obligation to continue pay in the amount impacted by the legislative or voter change, with the understanding that any unilateral cuts will be made equitably through all impacted employees and programs.

### 9.3 Payment for Extra Duties

Supplemental contracts are provided as authorized by the District for student activities and department/curriculum leadership.

**9.3.1 Supplemental Contracts – Stipends.** The rate of pay for authorized supplemental contracts will be as identified in Appendix C. These rates shall increase each year of the agreement by the same percentage identified by the legislature as the inflationary adjustment factor, if any, for certificated instructional employee salaries (i.e., IPD).

**9.3.2 Department Heads, Team Leads and Head Teachers.** The stipend amounts for the secondary department heads, elementary head teachers and special education ESA team leads are identified in Appendix C and shall be increase each year by the same percentage factor identified in Section 9.3.1 above.

**9.3.2.1 Secondary Department Heads:** Secondary Department Head stipends shall be based on the average number of sections under their area. The department head stipend for secondary counselors shall be based on the FTE number of counselors in the counseling department (including guidance and career), multiplied by the number of sections that a 1.0 FTE teacher would teach. When the number of sections in a department reaches eighty (80), that department head shall be released from teaching duties of a .20 FTE for the purpose of planning and coordinating department functions. When the number of special education sections at a secondary school reaches fifteen (15), the special education department chair shall be scheduled for a release period (additional to the employee’s individual planning period.).

**9.3.2.2 Selection Process.** The building administrator shall open the position of secondary department head or elementary head teacher at least once every three years. The selection process shall make some provision for the input of staff in the affected department or building.

**9.3.2.3 Special Education ESA Team Leads.** School Psychologists, SLPs and OT/PTs shall each have a Team Lead compensated with a stipend of identified in Appendix C. The department administrator shall open the Team Lead positions at least once every three years. The selection process shall make provision for the input of staff in the affected department.

**9.3.2.4 Elementary Team Leads.** Elementary librarians, elementary music teachers, and elementary PE teachers shall each have a district-wide Team Lead compensated with a stipend of \$1,000 each. The department administrator shall open the Team Lead positions at least once every three years. The selection process shall make provision for the input of staff in the affected department.

**9.3.3 Elementary Co-Curricular.** In addition, each building will be allocated funds to be provided as stipends for certificated members for athletic and other student co-

curricular activities for distribution as determined by each individual building staff. The allocation shall be reviewed by the building staff annually. The funds shall be available according to building size:

Number of Students	Amount of Funds
0-600	\$6,552
601-800	\$7,207
801-1,000	\$7,862

These amounts shall be increased each year by the same percentage factor identified in Section 9.3.1 above.

**9.3.4 Alternative Programs Co-Curricular.** Alternative programs (Discovery and Explorer) shall be considered individual sites and will be allocated \$1,398 to be provided as stipends for certificated members for student co-curricular activities for distribution as determined by each individual building staff. The allocation shall be reviewed by the building staff annually. These amounts shall be increased each year by the same percentage factor identified in Section 9.3.1 above.

**9.3.5 Supplemental Contracts for Additional Days**

There shall also be a supplemental contract issued for additional time and responsibilities at the employee’s per diem rate for the specific positions listed below. The allocation shall be distributed to the building or site and the duties shall be performed by the personnel specified below, who shall also develop a schedule for working the allocated workdays.

Position	Days
HS Counselors	Fourteen (14) annually ( 8/1-7/31) per staffing allocation.
MS Counselors	Ten (10) annually ( 8/1-7/31) per staffing allocation.
Librarians	Eight (8) annually ( 8/1-7/31) per staffing allocation.
Deans – HS	Six (6) annually ( 8/1-7/31) per staffing allocation.
Deans –MS	Three (3) annually ( 8/1-7/31) per staffing allocation.
Psychologists	Ten and one-third (10.3) per FTE.
SLPs	Six and one-half (6.5) PER FTE.
Nurses	Four (4) annually per FTE scheduled prior to the beginning of the school year.
Vocational (CTE) Employees	As mandated by the District’s Career and Technical Education program requirements; provided, that such employees are required to work such days.

**9.3.6 Leadership Stipends.** Each building will be allocated funds to be provided as certificated employee stipends for building leadership activities as determined by each building staff. The allocation shall be reviewed by the building staff annually. The funds shall be available according to the following formula:

Elementary	\$1,000
Middle School	\$2,000
High School	\$4,000

**9.3.7 Instructional Pay.** District or site instructional activities authorized for payment, which include but are not limited to summer school and related planning consistent with past practices for those classes requiring Washington State certification, class coverage, traffic safety instruction (after school and summer), facilitator (leads committee/task force), and Trainer of Trainers (teaching) shall be at the employee’s individual per diem.

**9.3.8 Class Coverage During Plan Time.** When an employee chooses to instruct another employee’s class during the employee’s plan time, the replacing employee covering the class shall be paid per diem pursuant to Section 9.3.2.3 above. Such extra duties will be fairly and equitably requested by the principal in a manner easily understood by all concerned. Each building will generate and maintain a list throughout the year of employees who have indicated that they are willing to cover classes during their plan time. Those people may be asked in person to cover. For other staff, the administrator will first request coverage through a mass-communication to staff before asking employees individually. Specialists (OT, PT, SLP, School Psychologists, Nurse, Instructional Specialists, Social Worker, Counselors, and Deans who are also athletic directors) will only be used as substitutes for classroom teachers in emergency situations. If they are used to substitute, they will be compensated at the employee’s per diem rate for the time away from normal duties (Form 78).

**9.3.9 Payment for Zero-Hour or In-Lieu of Plan Time.** Zero periods contracts shall be issued when an employee agrees to teach an additional class period beyond the contractual workday. Payment for a zero-hour or an in-lieu of planning period contract at the secondary level shall be at one-fifth (1/5) or .20 FTE of the employee’s full-time annualized salary amount, prorated for the time the services are performed (i.e. daily, by trimester, semester, or the full year). Payment for an in-lieu of planning period for elementary specialists (i.e. physical education, music or library employees) shall be made at one thirty-fourth (1/34<sup>th</sup>) of the employee’s full-time annualized salary amount for each forty-minute section that employee performs added services, prorated for the number of days in the school year that the employee performs such service.

**9.3.10 SLP, OT/PT, Psychologist, and Nurse National Certification.** SLPs, School Psychologists (), OTs, and PTs who hold the national certification(s) below shall receive a salary bonus from the District of \$3,300 (increasing to \$3,500 beginning in the 2025-26 school year) in the November payroll. Certificated Nurses who hold the national certification below shall receive a salary bonus from the District in the November payroll of \$1,500 in the 2023-24 school year, \$2,500 in the 2024-25 school year, and \$3,500 in the 2025-26 school year.

<b>Position</b>	<b>National Certification</b>
Speech-Language Pathologists	Certificate of Clinical Competence (CCC)
Occupational Therapists	National Board for Certification in Occupational Therapy
Physical Therapists	National Physical Therapist Examination (NPTE)
School Psychologists	National Association of School Psychologists
Nurses	Nationally Certified School Nurse (NCSN)

If the legislature decides to fund ESA employee national certification bonuses with equal or higher bonuses, this section shall reopen for discussion between the District and the Association.

**9.3.11 Committees and Training.** Each document that communicates the need or opportunity for participation in a District committee or training outside the 7.5 hour required on-site work day will state whether the committee or training is required, approximately how many hours the committee or training work will take, and whether the work will be paid additional hours at per diem (or included within an established stipend). If the document is missing this information, the Association (or any employee) shall first bring the omission to the attention of the committee/training contact to remedy. If the District does not remedy the miscommunication employees will be paid at per diem for their time spent doing this work.

**9.3.12 Professional Enrichment Stipend.** Each employee who does not receive a supplemental contract for additional workdays under Section 9.3.5 or additional hours under Section 6.3.6 shall be offered a supplemental contract for enrichment of the District's educational program in one or more of the following areas:

- Participation in curriculum or District initiative or committees; and
- Leadership of District or site-based teams, projects or initiatives; and
- Student activities outside the required onsite workdays or hours; and
- Unpaid training or classes outside the workday.

Participation in this supplemental contract is optional and staff members who choose to participate will have their choice of activities in which they participate. The supplemental contract shall be measured as 1.0% of the employee's base salary.

**9.3.13 MS Athletic Directors.** Non-supervisory certificated staff accepting the Athletic Director position shall receive the stipend referenced in Appendix C to the collective bargaining agreement. The responsibility for supervision of afterschool sports events will be shared equally with building administration. This means that the building administration will be responsible for 50% of the days that require event supervision, and the middle school Athletic Director will be responsible for 50%. Middle school Athletic Director may provide input on middle school coaching evaluations, hires, and terminations, but will not be solely responsible for these decisions.

## **9.4 Payment Provisions**

**9.4.1** In accordance with state law, all employees shall be paid in twelve (12) monthly installments. Each pay warrant shall contain one-twelfth (1/12) of the contracted salary, which shall be prorated for late hires or leaves of absence. Payroll warrants shall be issued to the employee on the last calendar day of each month. However, if the last day of the month falls on a weekend or holiday, pay warrants will be issued on the prior business day.

- 9.4.2** In the event of overpayment of salary, correction shall be prorated among the remaining payroll checks of the contract year. The correction for underpayment shall be made as soon as possible and no later than the last business day of the month following the underpayment, providing the error is made known to the accounting office six (6) working days prior to payday. If it is not, then the correction will be made in the following month. Hardships resulting from either overpayment or underpayment will be resolved on an individual basis in consultation with the accounting office.
- 9.4.3** All compensation owed to an employee who is leaving the District shall, upon request, be paid at the first pay period following the employee's last working day.
- 9.4.4 Direct Deposit (Current Employees as of 6/30/94).** The monthly pay warrant will be distributed through direct deposit or U.S. mail. Those employees grandfathered are allowed to pick up their pay warrant at the District payroll office on each payday under the following guidelines:
1. Grandfathered employees may pick up their pay warrant between 7:00 a.m. and 4:00 p.m. on the payday.
  2. Warrants picked up at the District payroll office must be signed for by the employee only. No exceptions will be allowed.
  3. Warrants may only be picked up by the employee on their non-work hours.
  4. Warrants not picked up by 4:00 p.m. on payday will be mailed to the employee's home through the U.S. mail.
  5. All warrants issued through the U.S. mail must be sent to the employee's home or post office box only.

For new employees and all substitute employees (hired July 1, 1994, and after), the monthly pay warrant will be distributed through the established direct deposit process, unless a bank account is not available to process the direct deposit payment. In that case, the pay warrant will be mailed to the employee's home or post office box.

- 9.4.5** For persons employed on a supplemental contract who do not hold a regular contract, salary payment shall be made in prorated monthly payments with final payment held pending receipt in payroll of notification from the building principal of completion of the assignment, except for those otherwise employed by the District in a regular position who may opt to spread the pay over their normal pay schedule. It shall be the duty of the employee to make such a request to Payroll.
- 9.4.6** Completed timesheets must be received in payroll by the established monthly cut-off date for payment to be made on that month's warrant. Timesheets for extra duties for the current school year must be received in Payroll by the monthly cut-off date for September of the ensuing school year. Payment will not be made for timesheets submitted after this established cut-off date; provided, however, that a written reminder is sent to all employees on or before the second day of school.

- 9.4.7** On payday, each employee shall receive a statement which shall itemize the employee's compensation and deductions for that month, leave time used during the month, and the balance of accumulated leave which remains. Each employee shall also receive a statement each January of the total compensation and deductions for the prior calendar year.
- 9.4.8 Payment for Substitute Service.** In the event that a regularly employed employee accepts a substitute assignment, the employee shall be paid in accordance with the substitute provisions pursuant to Article XI.



## ARTICLE X – BENEFITS AND REIMBURSEMENTS

### 10.1 Insurance Programs

The District will implement the State’s mandatory insurance program administered by the Washington Health Care Authority through the School Employees Benefits Board (SEBB). The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outlined in law.

### 10.2 School Year

For purposes of benefits provided under the SEBB, school year shall mean September through August, and shall also be referred to as the eligibility year

### 10.3 Eligibility

**10.3.1** All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work 630 hours or more in an eligibility year, as long as they maintain an employee/employer relationship. Once eligibility is established, it shall be maintained for the remainder of the eligibility year under the conditions outlined in SEBB rules.

**10.3.2** Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours.

**10.3.3** Employees hired on a date that prevents 630 hours because not enough days remain in the year will be provided with benefits coverage if they are anticipated to work at least 630 hours the next school year and anticipated to be compensated for at least seventeen and one-half hours a week in six of the last eight weeks of the school year.

**10.3.4** Any employee who has worked 630 hours in the previous two years and is returning to a similar position(s) at the same or greater FTE will be deemed eligible for benefits.

**10.3.5** All compensated hours in any position within the district shall count for purposes of establishing eligibility in accordance with WAC 182-31-040. For part-time employees, this includes additional days, hours, and all time-based supplemental contracts referenced in this Agreement.

### 10.4 Benefit Enrollment and Continuity of Coverage

**10.4.1** In the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee’s first day of work or first day the employee is found eligible.

**10.4.2** Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the eligibility requirements above.

## **10.5 Impact of Leaves**

**10.5.1** Paid leave hours shall count towards eligibility for benefits. Employees who are otherwise eligible for benefits who go on unpaid leave and retain their employee/employer relationship will remain eligible for benefits under conditions allowed by SEBB.

**10.5.2** An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.

## **10.6 Benefit Termination**

**10.6.1** An employee eligible for benefits who terminates the employment relationship shall continue to receive benefits through their final month of employment per WAC 182-31-050.

**10.6.2** In cases where separation occurs after completion of the student year, benefit coverage will continue through August 31 unless the employee identifies an earlier resignation date.

## **10.7 Interpretation and Appeals**

**10.7.1** The provisions of Sections 10.1 through 10.6 represent the parties' shared understanding of current SEBB rules regarding eligibility and coverage. All of these provisions shall be read consistent with any SEBB rules, regulations and policies, and some of which may change over time.

**10.7.2** Any eligibility, premium surcharges, or enrollment decisions made by the District may be appealed by submitting a written request for administrative review in accordance with WAC 182-32-2020 rather than the grievance procedure in Article XII of the collective bargaining agreement. All other provisions of this Article are subject to the grievance procedure in Article XII.

## **10.8 Retirement**

Employees shall be eligible for participation in the Washington Public Teachers' Retirement System in accordance with established regulations. The District shall report all hours worked as mandated by the Washington State Public Teachers' Retirement System. When submitting retirement paperwork to terminate employment after the end of a school year due to retirement, employees shall have the option to choose between a June 30 end of service date or an August 31 end of service date.

## **10.9 Travel Reimbursement**

Employees using their private automobile to travel on school business shall be compensated at the rate set by the Internal Revenue Service (IRS). All employees who by nature of their assignment must travel between schools, shall also be reimbursed at the rate set by the IRS. An employee whose position requires support and travel to all school buildings and/or community partners on the same day may choose to take a travel stipend of \$300 per month in lieu of reimbursement for actual mileage at the IRS rate. In accordance with RCW 42.24.090, the Board finds that this payment for use of a personal vehicle is less costly than providing a District vehicle.

## **10.11 Admission to High School Sporting Events**

The District will submit a proposal to ASB to accomplish the following:

**10.11.1** Admission to District games for staff who agree to be on supervisory status.

**10.11.2** A family pass to be developed for purchase by employees and the public.

## **10.12 Medicaid Reimbursement**

SLPs, Psychologists, OTs, and PTs who are licensed in their prospective fields may elect to receive reimbursement for certifications and licenses required to bill Medicaid. (Reimbursement may be retroactive for licenses and certifications renewed the prior year.) To receive this reimbursement, these staff must bill Medicaid by July 31st of the current school year.

Representatives from South Kitsap School District and South Kitsap Education Association will meet to collaboratively decide the allocation amount of the Medicaid reimbursement to be used for SLP, Psychologist, OT, and PT professional development, material acquisition, and/or other expenditures. The specific designation of these funds for professional development, materials acquisition, and/or other expenditures will be determined by the group receiving funding.

## ARTICLE XI – SUBSTITUTES

### 11.1 Classifications

There shall be two (2) classifications of substitute employee service.

11.1.1 Daily substitutes.

11.1.2 Long-term substitutes.

### 11.2 Base Pay Rates

The base rate of pay for substitutes shall be no less than as follows:

11.2.1 **Full day:** \$135.00 per full-workday assignment.

11.2.2 **Half day:** \$67.50 per half-workday assignment.

11.2.3 **Long-Term Assignment.** Substitutes who have completed a long-term assignment of twenty (20) consecutive workdays or more for the same absent employee shall be paid in accordance with the Employees' Salary Schedule (Appendix B) retroactive to the first day of assignment.

11.2.3.1 In the event that the absent employee returns to work on a part-time or intermittent basis and the substitute continues without interruption on the part-time or intermittent basis, the substitute will continue to accrue workdays of service credit toward the long-term assignment.

11.2.3.2 If there is a snow make-up or other emergency make-up day that breaks the continuity of a long-term assignment, the substitute will not be penalized and service credit toward the long-term assignment will continue without interruption(s).

### 11.3 Additional Pay for Substitutes

11.3.1 Substitutes who serve two (2) one-half (1/2) day assignments in the same day, which requires travel to an additional building, shall be compensated at the rate of two (2) one-half (1/2) assignments but shall not receive travel reimbursement.

11.3.2 **Error in Assignment.** In the event a substitute called by the District reports for duty and no assignment exists, the substitute may choose to remain at the building on an alternate assignment designated by a building administrator for one-half (1/2) day and be paid the one-half (1/2) day rate or may choose to leave the building and receive no compensation.

11.3.3 Substitutes authorized to work and be compensated for such hours shall submit a Substitute Pay form through the building to the Payroll Office.

## **11.4 Other Conditions**

- 11.4.1** An assignment of three and three quarters (3.75) hours per day or less shall constitute a one-half (1/2) day assignment. An assignment of more than three and three-quarters (3.75) hours per day shall constitute a full-day assignment.
- 11.4.2** The workday assignment for a substitute shall be the same as the workday of the regular employee whose position the substitute is filling or that portion of the regular employee's workday for which the substitute is assigned, with the exception of block scheduling assignments pursuant to Section 11.3.2.1 above.
- 11.4.3** Long-term substitutes who are replacing an employee whose normal assignment requires travel between schools or travel within the District on school business will be compensated for mileage per Section 10.16 of this Agreement.
- 11.4.4** The District shall provide each substitute employee represented by the Association a Substitute Handbook including copies of District rules and regulations affecting substitute employees, membership dues deduction information, a map showing building locations, a list of all school buildings including addresses and phone numbers, application procedures, information relating to in-service opportunities, payroll information, and the Substitute Office phone number. Substitutes may submit suggestions to the Human Resources office for revisions of the Substitute Handbook. At each building, the District shall provide the substitute employee with a folder which contains information pertinent to the substitute's assignment and/or the building.
- 11.4.5** Principals who have supervised a substitute for ten (10) days or more, will upon request of the substitutes, complete a Substitute Appraisal Form. A copy will be given to the substitute upon request.
- 11.4.6** Substitutes shall have access to their individual personnel records, including assignment information and appraisals, excluding any confidential applicant material.
- 11.4.7** Substitutes can apply for open positions in accordance with the posted requirements and the District's application process. The substitute employment record shall be given consideration in the selection process.

## **11.5 Association List**

The District shall furnish the Association a listing of substitutes who are qualified for representation. The list shall be provided to the Association monthly.

## **11.6 Exclusions**

All Sections of this Agreement shall apply to substitutes except for the following specific Sections:

<b>Section</b>	<b>Description</b>
2.5	Copy of Collective Bargaining Agreement
5.7	Classroom Visitation
5.8	Employee Facilities
5.9	Student Discipline
5.10	Employment Contract
5.11	Beginning Employee Assistance Program
6.2.4 – 6.2.4.4	Planning Times
6.4 – 6.4.5.4	Employee Assignments
6.5 – 6.5.8	Vacancies and Voluntary Transfers
6.6 – 6.6.4	Involuntary Transfers
6.7	Employee Exchange
6.8 – 6.8.13	Seniority/RIF
6.11	Collaboration Wednesdays Excluded for short-term assignments less than twenty consecutive days
Article VII – all	Leaves of Absence
Article VIII – all	Evaluation
9.1 – 9.3.2.6	Provisions Governing Salary Schedule - EXCEPT: if a substitute is authorized to perform duties under a supplemental or separate contract, then the specific compensation provisions shall apply.
9.4 – 9.4.7	Payment Provisions
9.4.8	Payment for Substitute Service

## ARTICLE XII – GRIEVANCE

### 12.1 Definitions

- 12.1.1 A grievance is an alleged misinterpretation of, misapplication of, or violation of the terms and/or provisions of this Agreement.
- 12.1.2 A grievant shall mean an individual, a group of individuals, and/or the Association.
- 12.1.3 Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration.

### 12.2 Procedure for Processing Grievances

The grievant, the Association representative or the Association may orally present a grievance to the immediate supervisor.

**12.2.1 Step One/Informal Meeting/Immediate Supervisor.** If the grievance is not settled orally, a written statement of grievance shall be presented to the immediate supervisor within twenty (20) workdays from the time the grievant or the Association should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.

**12.2.1.1** The “Statement of Grievance” shall name the grievant(s) involved, the facts giving rise to the grievance, the provision(s) of the Agreement alleged to be violated, and the remedy (specific relief) requested.

**12.2.1.2** The immediate supervisor, upon receipt of the written grievance, shall sign and date the Grievance Form and shall give a copy of the Grievance Form to the grievant(s), Association representative, and the Superintendent. The immediate supervisor’s answer shall be given within five (5) workdays of receiving the grievance. The immediate supervisor’s written answer shall include the reasons upon which the decision was based. A copy of the grievance, the supervisor’s decision and all supportive evidence shall be sent to the grievant(s), Association representative, and the Superintendent.

**12.2.2 Step Two/Superintendent or Designee.** If no satisfactory settlement is reached at Step One (1), the grievance may be appealed to Step Two (2) Superintendent, or the Superintendent’s designated representative, within seven (7) workdays of receipt of the decision rendered in Step One (1).

**12.2.2.1** The Superintendent or the Superintendent’s designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within seven (7) workdays of the receipt of the Step Two (2) Appeal. The purpose of this meeting shall be to affect a resolution of the grievance.

**12.2.2.2** The Superintendent or the Superintendent’s designated representative shall provide a written decision incorporating the reasons upon which

the decision was based to the grievant(s) and/or Association representative and immediate supervisor within five (5) workdays from the conclusion of the meeting. The decision rendered at Step Two (2) shall be considered the final decision of the District.

**12.2.3 Mediation/Arbitration.** The District and the Association may mutually agree to utilize the mediation/arbitration process if the parties so choose, in accordance with the following process:

**12.2.3.1** A grievance may be referred to mediation if the Association is not satisfied with the disposition of the grievance at Step Two (2) of the grievance procedure, or if no written decision has been received from the District within the time limits prescribed in Step Two (2).

**12.2.3.2** The Association must notify the District in writing within five (5) workdays of the conclusion of Step Two (2) of the Association's desire to refer the grievance to mediation. The District shall respond to the Association whether or not the District agrees to the mediation of the grievance no later than two (2) workdays prior to the Association's contractual deadline for the submission of a grievance to arbitration or within five (5) workdays of receipt of the written notification, whichever is sooner.

**12.2.3.3** The District and the Association must mutually agree to submit a grievance to mediation. If the parties agree to submit a grievance to mediation, then the timelines and procedures contained within the grievance procedure of this Agreement which provide for the submission of a grievance to binding arbitration, shall be held in abeyance until such time as written notification of appeal is provided by the Association to the District in accordance with Section 12.2.3.11. The date on which written notification of appeal is filed by the Association with the District shall serve as the date from which the timelines and procedures contained within this Agreement which provide for the of a grievance to binding arbitration shall be enforced.

**12.2.3.4** Within five (5) workdays following the agreement of the District and the Association to mediate the grievance, the Association shall so notify the Federal Mediation and Conciliation Service (FMCS) or any agency mutually agreed by the parties. Mediation shall be scheduled at the earliest possible date. Mediation conferences will take place at a mutually convenient location.

**12.2.3.5** The grievant shall have the right to be present at the mediation conference.

**12.2.3.6** There shall be one (1) person from each party designated as spokesperson for that party at the mediation conference.

**12.2.3.7** The mediator will have the authority to meet separately with either party but will not have the authority to compel the resolution of a grievance.



- 12.2.3.8** The presentation of facts and considerations shall not be limited to those presented at Step One (1) or Step Two (2) of the grievance procedure. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed to the mediator.
- 12.2.3.9** Written material presented to the mediator shall be returned to the party representing that material at the termination of the mediation conference, except that the mediator may retain one (1) copy of the written grievance to be used solely for the purposes of statistical analysis.
- 12.2.3.10** In the event that a grievance which has been mediated is appealed to arbitration, the mediator may not serve as arbitrator, nor may the mediator be placed on any panel from which an arbitrator is to be selected by the parties. In the arbitration proceedings, there shall be no reference to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced to or introduced into evidence at the arbitration hearing, and nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.
- 12.2.3.11** If no settlement is reached in mediation, the grievance may be appealed to arbitration in accordance with this Agreement. If the Association desires to appeal the grievance to arbitration, written notice of such appeal must be made within ten (10) workdays following the termination of the mediation conference.
- 12.2.3.12** The mediator shall conduct no more than three (3) mediations per day.
- 12.2.3.13** Starting time for the mediation shall be agreed to by the District and the Association.
- 12.2.3.14** The fees and expenses of the mediator and the Administrative Office shall be shared equally by the parties.
- 12.2.4 Arbitration.** If no satisfactory settlement is reached at Step Two (2), or through the mediation/arbitration process, the Association, within fifteen (15) workdays of the receipt of the Step Two (2) decision, may appeal the final decision of the District to the Federal Mediation and Conciliation Service (FMCS) or any agency mutually agreed upon by the parties for arbitration under the voluntary rules. Any grievance arising out of, or relating to the interpretation and/or provisions of this Agreement may be submitted to arbitration unless specifically and expressly excluded.
- 12.2.5** The arbitrator shall hold a hearing within twenty (20) workdays of the arbitrator's appointment. Ten (10) workdays of notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue the arbitrator's decision within twenty (20) workdays from the date final written briefs have been submitted or if revised by both parties, twenty (20) workdays after the completion of the hearing.

**12.2.6** The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning, and conclusions on the issues submitted to the arbitrator. The decision of the arbitrator shall be final and binding upon the District, the Association and the grievant(s).

**12.2.7 Jurisdiction of Arbitrator.** The arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement.

**12.2.8** The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

**12.2.9** The arbitrator shall have no power or authority to rule on any of the following:

- the termination of services of or failure to reemploy any provisional contract employee.
- the termination of services of or failure to reemploy any employee to a position on supplemental or separate contract.
- any matter involving employee evaluation, provided that procedural elements of Article VIII Evaluation shall be subject to the arbitrator's review.
- any matter involving employee probation procedures, discharge, nonrenewals and/or reduction in force.

### **12.3 Time Limits**

**12.3.1** Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.

**12.3.2** Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specific time limit shall permit the Association to lodge an appeal at the next step of this procedure.

**12.3.3** Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the grievant's answer at the previous step.

**12.3.4 Accelerated Grievance Filing.** In order to expedite grievance adjudication, the parties agree that any Association grievance(s), class action grievance(s), and grievance(s) involving the evaluation procedure will be lodged at Step Two (2) of this procedure.

### **12.4 Reprisals**

No reprisal of any kind will be taken by the District against any employee because of the employee's participation in any grievance.

### **12.5 Costs**

The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

## **12.6 Time Limitation as to Back Pay**

Grievance claims regarding retroactive compensation and/or benefits shall be limited to the current school year or the preceding twelve (12) month period whichever the arbitrator shall rule, unless the arbitrator finds intentional and willful neglect or discrimination, in which case the claim may be retroactive to a thirty-six (36) month period.

## **12.7 Continuity of Grievance**

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

## **12.8 Exception**

No grievance proceeding hereunder shall limit the authority of the District to proceed with probationary and/or nonrenewal action pursuant to the procedures established by State law.

## **ARTICLE XIII – NO STRIKE**

### **13.1 No Strike**

The Association and the members of the bargaining unit agree there shall be no strike, work stoppage or slow down for the duration of this Agreement.

**13.1.1** By mutual consent of the parties, the calendar shall be amended to allow employees to participate in state-wide activities aimed at enhancing the support for public education.

### **13.2 No Lockout**

In exchange for the promise provided in Section 13.1 above, the District agrees that the District shall not lockout the members of the bargaining unit for the duration of this Agreement.

**ARTICLE XIV – DURATION AND ACCEPTANCE OF AGREEMENT**

**14.1 Effectiveness Clause**

This Agreement shall be effective September 1, 2023, and shall continue in effect through August 31, 2026. This Agreement, together with all the terms, conditions, and effects thereof, shall expire on the date indicated.

**14.2 Reopener Clause**

This Agreement may be reopened and modified at any time during its term upon mutual consent of the parties in writing.

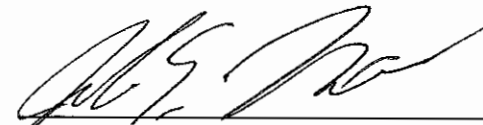
**14.3 Agreement Clause**

This Agreement constitutes the negotiated agreements between the District and the Association and supersedes any previous agreements or understandings, whether oral or written between the parties. The agreements expressed herein in writing, constitute the full and complete Agreement between the District and the Association.

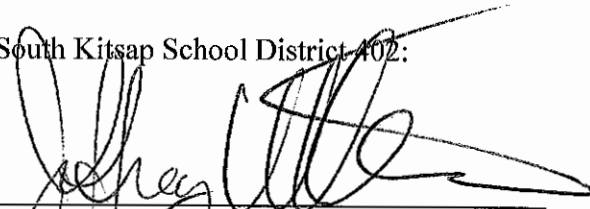
**14.3.1** Prior to making any changes in wages, hours, terms, and/or conditions of employment not specifically covered by the terms of this Agreement, such changes will be a subject for bargaining during the period covered by this Agreement. This clause does not require either party to make concessions or accept the change but merely requires the parties to meet and bargain in good faith over this change.


IN WITNESS WHEREOF, the parties have executed this Agreement on the 21 day of August, 2023.

South Kitsap Education Association:

  
\_\_\_\_\_  
John E. Richardson, SKEA President

South Kitsap School District 402:

  
\_\_\_\_\_  
Dr. Jeffrey Wilson, President,  
Board of Directors

  
\_\_\_\_\_  
Tim Winter, Superintendent

## APPENDICES

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## APPENDIX A – 2023-24 Certificated Employees Calendar – SKEA South Kitsap School District

**Sept 5 - June 14; Winter Break Dec 20 - Jan3**

	M	T	W	TH	F	DATES	NOTES
<b>AUGUST - SEPTEMBER</b>							
	28	29	30	31	1	3	Aug 29 Professional Learning Day 7.5 hours (non-student workday)
	4*	5	6	7	8		Aug 30 Elem Classroom Set Up 7.5 Hours/Sec PD 7.5 hours (non-student workday)
	11	12	13	14	15		Aug 31 Professional Learning 2.5 hours/Prep 5.0 (non-student workday)
	18	19	20	21	22		Sept 4 <i>Labor Day Observed</i>
	25	26	27	28	29	19	Sept 5 First Day of School Gr 1-12
					Sept 8 First Day of Kindergarten*		
<b>OCTOBER</b>	2	3	4	5	6		Oct 6 District PD ½ Day Early Release PD 3.75
	9	10	11	12	13		Oct 9 Professional Learning Day 7.5 hours (non-student workday)
	16	17	18	19	20		Oct 23 - 27 Elementary Parent-Teacher Conferences
	23	24	25	26	27		Oct 24 - 27 Middle School Parent-Teacher Conferences
	30	31				21	Oct 25 - 27 High School Parent-Teacher Conferences
<b>NOVEMBER</b>			1*	2	3		Nov 1 *District Joint Collaboration Opportunity
	6	7	8	9	10		Nov 7 MS and HS Quarter 1 Ends (45 days)
	13	14	15	16	17		Nov 10 Veteran's Day Holiday Observed
	20	21	22	23	24		Nov 22 ½ Day Release K-12
	27	28	29	30		19	Nov 23 -24 Thanksgiving Break
<b>DECEMBER</b>					1		Dec 1 Elem First Trimester End (60 Days)
	4	5	6	7	8		Dec 20 ½ Day Release K- 12
	11	12	13	14	15		Dec 21-Jan 3 Winter Break
	18	19	20	21	22		
	25	26	27	28	29	14	
<b>JANUARY</b>	1	2	3	4	5		Jan 1 – 3 Winter Break
	8	9	10*	11	12		Jan 10 *District Joint Collaboration Opportunity
	15	16	17	18	19		Jan 15 <i>Martin Luther King Junior Holiday Observed</i>
	22	23	24	25	26		Jan 29 Non-Student Day, MS & HS 2 <sup>nd</sup> Qtr. Semester Ends, Elem Prof learn, Secondary Prep.
	29	30	31			18	
<b>FEBRUARY</b>				1	2		Feb 19 – 20 President's Day Observed
	5	6	7	8	9		Feb 28 *District Joint Collaboration Opportunity
	12	13	14	15	16		
	19	20	21	22	23		
	26	27	28*	29		19	
<b>MARCH</b>					1		Mar 8 District PD ½ Day Early Release PD 3.75
	4	5	6	7	8		Mar 13 Elementary Second Trimester End (60 days)
	11	12	13	14	15		Mar 25 - 29 Elementary Parent-Teacher Conferences
	18	19	20	21	22		Mar 26 - 29 Middle School Parent-Teacher Conferences
	25	26	27	28	29	21	Mar 28 - 29 High School Parent-Teacher Conferences
<b>APRIL</b>	1	2	3	4	5		Apr 1 -5 Spring Break
	8	9	10	11	12		Apr 11 MS and HS Third Quarter Ends (45 days)
	15	16	17	18	19		Apr 24 *District Joint Collaboration Opportunity
	22	23	24*	25	26		
	29	30				17	
<b>MAY</b>			1	2	3		May 27 Memorial Day Holiday Observed
	6	7	8	9	10		
	13	14	15	16	17		
	20	21	22	23	24		
	27	28	29	30	31	22	
<b>JUNE</b>	3	4	5	6	7		June 14 Last Day of School
	10	11	12	13	14		June 19 Juneteenth Observed
	17	18	19	20	21		
	24	25	26	27	28	10	

     Schools Closed

     Collaboration Days

\*see note at right

**2023-2024 CALENDAR NOTES**

**Five non-student workdays (see section 6.1.2)**

During 2023-2024, each 1.0 teacher has a total of five non-student workdays included in the base contract (prorated for less than 1.0 FTE.) Of these 30 hours are scheduled as follows; 7.5 on August 29 (Professional Learning), 7.5 on August 30 (Elementary Prep/Secondary Professional Learning), 7.5 on August 31 (Professional Learning/Prep), 7.5 on October 9 (Professional Learning), and 7.5 hours on January 29 (Elementary Professional Learning/Secondary Prep Day).

**Collaboration Days (See Section 6.11)**

Six (6) Collaboration Wednesdays will be set aside for analysis and reporting of student achievement by individual staff members. Four (4) Collaboration Wednesdays (Nov 1, Jan 10, Feb 28, & April 24) will be available for cross-district collaboration/workdays. Each building shall schedule these ten (10) Collaboration Wednesdays in advance and communicate the schedule to the District and SKEA office prior to the first student school day of the year. The remainder of Collaboration Wednesday time (approximately 24 Wednesdays) is to be used for staff collaboration: teachers and support professionals teaming together to improve student achievement according to a plan determined by a shared decision of staff and identified in the school improvement plan (SIP).

**Early Release Days (See Section 6.1.3)**

Certificated employees shall be released two and one-half (2½) hours early on the following dates.

Teacher 2½ hour early release	November 22, December 20
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**Parent-Teacher Conference/Student Early Release Days (See Section 6.1.4)**

The calendar contains ten (10) one-half (1/2) student early release days for grades K-5 parent-teacher conferences, eight (8) one-half (1/2) student early release days for grades 6-8 for parent-teacher conferences, and five (5) one-half (1/2) student early release days for parent/teacher conferences and portfolio presentations.

	Fall Conferences	Winter/Spring Conferences
K-5	October 23 – October 27	March 25 – March 29
6-8	October 24 – October 27	March 26 – March 29
9-12	October 25 – October 27	March 28 – March 29

**Grades Due**

End of term grades (quarter, semester, or trimester) are due on the beginning of the fourth workday after the end of the grading period. Year-end grades are due either 3 school days before or 3 school days after the last day of school as determined by a shared building-level decision involving the staff and principal. This process will be completed by October 31 of each year.

Elementary		Middle School		High School	
Trimester End	Grades Due	Grading Period	Grades Due	Quarter End	Grades Due
December 1	December 7	October 10	October 16	November 7	November 13
March 13	March 19	December 1	December 7	January 29	February 2
June 14	June 11 or June 20	January 29	February 2	April 11	April 17
		March 19	March 25	June 14	June 11 or June 20
		May 7	May 13		
		June 14	June 11 or June 20		

***Emergency Closure Make-Up Days***

***Staff should not make plans that cannot be altered on tentative make-up dates as leaves will not be approved.***

<b>Emergency Make-Up Days</b>	<b>June 17, 18, 20</b>	<b>Added after the last scheduled day of school.</b>
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**Other Important Dates**

Learning Improvement Day (required workday)	August 29
Elementary Prep Day/Secondary Professional Learning (required workday)	August 30
Professional Learning/Prep Day (required workday)	August 31
Professional Learning Day (required workday)	October 9
Professional Learning Day/Secondary Prep Day (required workday)	January 29



**APPENDIX B – SKEA 2023-24 Salary Schedule**

	<b>BA</b>	<b>BA+90</b>	<b>MA</b>	<b>MA+90</b>
<b>0</b>	\$60,966	\$64,970	\$67,836	\$72,986
<b>1</b>	\$62,797	\$67,261	\$70,125	\$75,276
<b>2</b>	\$64,629	\$69,551	\$72,416	\$77,566
<b>3</b>	\$66,461	\$71,841	\$74,706	\$79,857
<b>4</b>	\$68,294	\$74,131	\$76,996	\$82,147
<b>5</b>	\$70,125	\$76,422	\$79,287	\$84,437
<b>6</b>	\$71,958	\$78,712	\$81,577	\$86,728
<b>7</b>	\$73,790	\$81,002	\$83,867	\$89,018
<b>8</b>	\$75,622	\$83,292	\$86,158	\$91,308
<b>9</b>	\$77,454	\$85,582	\$88,448	\$93,599
<b>10</b>	\$79,287	\$87,872	\$90,737	\$95,888
<b>11</b>	\$81,119	\$90,163	\$93,028	\$98,178
<b>12</b>	\$82,950	\$92,453	\$95,318	\$100,469
<b>13</b>	\$84,782	\$94,743	\$97,608	\$102,758
<b>14</b>	\$86,616	\$97,034	\$99,899	\$105,049
<b>15</b>	\$88,448	\$99,324	\$102,189	\$107,340
<b>16</b>	\$90,280	\$101,614	\$104,479	\$124,746
<b>17</b>	\$92,111	\$103,905	\$106,769	\$124,746
<b>18</b>	\$93,944	\$106,193	\$109,060	\$124,746
<b>19</b>	\$95,775	\$109,629	\$111,350	\$124,746
<b>20</b>	\$97,608	\$124,746	\$124,746	\$124,746
<b>25</b>	\$124,746	\$124,746	\$124,746	\$124,746

## APPENDIX C – SKEA 2023-24 Supplemental Salary Schedule

Per Section 9.3.1, the rate of pay for these authorized supplemental contracts will be as identified below. These rates shall increase each year of the agreement by the same percentage identified by the legislature as the inflationary adjustment factor, if any, for certificated instructional employees (i.e., IPD).

<b>Senior High School Activities</b>	
<b>Activity</b>	<b>Stipend</b>
ASB Advisor	\$3,662
AVID Building Coordinator	\$3,328
Class Advisor – Freshman	\$999
Class Advisor – Sophomores	\$999
Class Advisor – Juniors	\$1,331
Class Advisor – Seniors	\$1,664
Community Service Club (2 stipends for the HS)	\$999
Debate	\$2,663
Assistant Debate	\$1,997
Drama	
Fall Play	\$3,891
Spring Play	\$3,891
Musical Producer	\$5,189
Musical Instrumental	\$1,298
Musical Vocal	\$3,460
Honor Society	\$999
Journalism	\$3,328
Knowledge Bowl	\$2,663
Link Crew Lead Advisor	\$2,663
Link Crew Assistant Advisor (2)	\$1,997
Multicultural/Diversity Club	\$3,328
Music	
Instrumental (Jazz/Wind/Marching/Pep)	\$9,513
Marching Band Assistant	\$5,189
Vocal	\$7,784
Orchestra	\$7,784
World Language – French	\$999
World Language – German	\$999
World Language – Japanese	\$999
World Language – Mandarin	\$999
World Language – Spanish	\$999
Yearbook	\$3,994
<b>Career and Technical Education</b>	
FACSE	\$1,165
FBLA	\$1,498
DECA	\$1,831

VICA	\$1,831
Video Club	\$2,330
<b>Middle School Activities</b>	
ASB Advisor	\$2,663
Avid Building Coordinator	\$2,330
Athletic Director	\$9,513
Community Service Club (2per MS)	\$499
Drama Advisor	\$3,027
Honor Society	\$665
Instrumental Music	\$3,460
Multicultural/Diversity Club	\$1,664
Vocal Music	\$3,460
Web (Link Crew) Lead Advisor	\$1,498
Yearbook Advisor	\$2,330
Jazz Band	\$1,664
Jazz Choir	\$1,664
<b>Elementary and Districtwide Activities</b>	
Curriculum Coordinator	\$4,327
Explorer AVID Coordinator	\$1,664
Discovery AVID Coordinator	\$1,664
Technology Liaison	\$2,663
Elementary Music per FTE	\$865
Elementary Music Choir (minimum 2 performances)	\$865
Elementary Head Teacher	\$1,331
ESA Department Team Lead	\$1,000
<b>Secondary Department Head Stipends</b>	
<b>Number of Sections</b>	<b>Stipend</b>
15-20	\$1,997
21-30	\$2,330
31-40	\$2,663
41-50	\$2,996
51-60	\$3,328
61-70	\$3,661
71-80+	\$3,994

## APPENDIX D – Evaluative Criteria for Supplemental Contracts

### EVALUATIVE CRITERIA – SUPPLEMENTAL CONTRACTS

- 1.0 Knowledge and Scholarship In Special Field
  - 1.1 Demonstrates depth and breadth of knowledge and strategies of the activity.
  - 1.2 Demonstrates skills, techniques, and methods of directing/coaching the activity.
  - 1.3 Demonstrates adequate planning and preparation for scheduled events.
  - 1.4 Demonstrates ability to assess skills of the students in the activity.
- 2.0 Specialized Skills
  - 2.1 Demonstrates appropriate knowledge in skills and techniques of first-aid and safety.
  - 2.2 Demonstrates skills in organizing and directing preliminary and culminating activities.
- 3.0 Management of Special and Technical Environment
  - 3.1 Demonstrates necessary knowledge of budgeting and purchasing procedures for the activity.
  - 3.2 Demonstrates knowledge of acquisition, management, and care of equipment and facilities.
- 4.0 Involvement in Assisting Pupils, Parents, Staff, and Other Personnel
  - 4.1 Demonstrates the ability to develop effective student relations.
  - 4.2 Demonstrates the ability to work effectively with staff.
  - 4.3 Demonstrates the ability to establish effective communications reflecting openness and honesty with the school community and the news media.
  - 4.4 Demonstrates the ability to establish effective interpersonal relationships.
- 5.0 The Specialist as a Professional
  - 5.1 Demonstrates willingness to participate in in-service and/or other related educational opportunities.
  - 5.2 Demonstrates a positive model to students through the specialist's conduct during leadership of an activity.
  - 5.3 Demonstrates knowledge of the applicable league, district, and school rules and regulations for the activity through the specialist's continued support and compliance with them.
- 6.0 Effort Toward Improvement When Needed
  - 6.1 Demonstrates continued development of strategies to meet specified goals and objectives.
  - 6.2 Demonstrates willingness to use constructive suggestions.
  - 6.3 Demonstrates willingness to upgrade skills and/or knowledge of activity.



## EVALUATION SUMMARY

**P: PROFICIENT<sup>1</sup>   S: SATISFACTORY<sup>2</sup>   NI: NEEDS IMPROVEMENT<sup>3</sup>   U: UNSATISFACTORY<sup>4</sup>**

*\*Ratings in the NI and U categories must be substantiated by comments and suggestions for improvement.*

CRITERIA AND INDICATORS	RATING
<p><b>1 – INSTRUCTIONAL SKILL</b></p> <p>1.1 Teacher identifies clear instructional objectives consistent with adopted curriculum and course goals.</p> <p>1.2 Teacher makes learning meaningful resulting in a positive impact on student achievement.</p> <p>1.3 Teacher develops appropriate learning activities such as group and individual activities to meet diverse needs of students in a variety of ways.</p> <p>1.4 Teacher links learning to students' prior knowledge and future experiences.</p> <p>1.5 Teacher uses a variety of techniques such as providing examples, sharing visuals, and modeling to instruct students.</p> <p>1.6 The teacher informally assesses during instruction to monitor student understanding and makes timely adjustments to instruction as necessary.</p> <p>1.7 Teacher provides feedback to students in a constructive and timely manner.</p> <p>1.8 Teacher paces activities within a lesson to ensure suitability for all students.</p> <p>1.9 Teacher gives directions in a clear, concise manner.</p> <p>1.10 Teacher effectively uses allocated instructional time.</p> <p>1.11 Teacher provides opportunities for students to engage in a variety of assessment activities that are aligned with learning targets.</p> <p>1.12 Teacher integrates technology to support teaching and learning as appropriate.</p> <p>1.13 Teacher adapts and modifies instruction to accommodate IEPs and 504 plans.</p> <p>1.14 Lessons taught by the teacher reflect careful, intentional planning and pacing of instruction.</p> <p>1.15 Lessons show a focus on learning objectives, concepts, skills, and strategies which help student achieve state standards.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>2 – CLASSROOM MANAGEMENT</b></p> <p>2.1 Teacher maintains a record keeping system as required by law and district policy.</p> <p>2.2 Teacher organizes and arranges the classroom to facilitate learning and minimizes disruptions in the learning environment.</p> <p>2.3 Teacher develops classroom procedures that are clearly defined.</p> <p>2.4 Teacher stays actively engaged throughout the instructional period.</p> <p>2.5 Teacher aligns behavior expectations with existing building and district policies. Teacher posts expectations in the classroom or provides such expectations to each student in writing.</p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>

<p>2.6 Teacher develops classroom routines that allow students to transition between learning tasks in an efficient fashion.</p> <p>2.7 Teacher is attentive to classroom conditions that affect the health and safety of students.</p> <p>2.8 Teacher encourages a classroom climate for sharing ideas and feelings where students are valued, listened to, and responded to appropriately by teacher and peers.</p> <p>2.9 Teacher is a positive role model for expected classroom behavior.</p> <p>2.10 Teacher interacts positively with students by demonstrating such behaviors as mutual respect, sincerity, warmth, and humor while interacting positively with students.</p> <p><b>EVIDENCE:</b></p>	
<p><b>3 – COMMITMENT TO EDUCATION AS A PROFESSION</b></p> <p>3.1 Teacher actively participates in professional activities such as staff meetings, student support meetings, 504 meetings, and IEP meetings, etc.</p> <p>3.2 Teacher enforces school rules and adheres to federal/state regulations, board policy, adopted curriculum, and established administrative procedures.</p> <p>3.3 Teacher adjusts to changing conditions and unexpected situations in a professional manner.</p> <p>3.4 Teacher is an advocate for equity, ethics, integrity, excellence, and respect for everyone in the educational community.</p> <p>3.5 Teacher implements approved new curriculum and demonstrates a willingness to explore supplemental resources that align with the curriculum.</p> <p>3.6 Teacher demonstrates knowledge of research-based best teaching practices and incorporates them into a personal teaching style.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>4 – EFFORT TOWARD IMPROVEMENT</b></p> <p>4.1 Teacher continually assesses professional performance and sets personal career goals.</p> <p>4.2 Teacher demonstrates a willingness to learn and explore new instructional techniques.</p> <p>4.3 Teacher demonstrates openness to suggestions for change and professional growth.</p> <p>4.4 Teacher identifies professional development improvement activities and takes steps towards meeting those objectives.</p> <p>4.5 Teacher participates in developing the school improvement plan and works towards accomplishing those goals.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>

<p><b>5 – THE HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS</b></p> <p>5.1 Teacher consults and collaborates with parents, support staff, and administrators to develop and implement remediation plans for behavior problems consistent with school and district discipline policies.</p> <p>5.2 Teacher is aware of what is occurring in the classroom and deals with problems effectively and efficiently to minimize disruption to learning.</p> <p>5.3 Teacher monitors behavior and provides clear, objective feedback to students.</p> <p>5.4 Teacher deals with students fairly and consistently, focusing on student behavior rather than personality.</p> <p>5.5 Teacher utilizes a variety of progressive interventions to encourage appropriate behavior.</p> <p>5.6 Teacher assists students in developing habits of self-discipline.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>6 – INTEREST IN TEACHING PUPILS</b></p> <p>6.1 Teacher sets high standards for all.</p> <p>6.2 Teacher recognizes the unique and diverse characteristics of each student and is careful to counter potential inequities to avoid favoritism.</p> <p>6.3 Teacher develops positive and appropriate rapport with students.</p> <p>6.4 Teacher establishes a trusting environment that encourages active student involvement in the learning process.</p> <p>6.5 Teacher encourages and recognizes diversity of opinions and models respectful behavior.</p> <p>6.6 Teacher uses effective strategies to establish and maintain student motivation.</p> <p>6.7 Teacher challenges students of all ability levels to maximize achievement.</p> <p>6.8 Teacher plans instructional activities so that all students have the opportunity to earn recognition for effort and accomplishment.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>7 – KNOWLEDGE OF SUBJECT MATTER</b></p> <p>7.1 Teacher demonstrates knowledge of the theory, principles, and methods of teaching including Essential Learnings and Grade Level Expectations.</p> <p>7.2 Teacher stays current with knowledge and trends in subject matter assignments.</p> <p>7.3 Teacher understands relevancy of subject matter to real world experiences.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>



<p><b>8 – COMMUNICATION AND INTERPERSONAL SKILLS</b></p> <p><b>8.1</b> Teacher applies effective collaboration and communication strategies in a group decision-making context.</p> <p><b>8.2</b> Teacher presents information clearly and professionally in both oral and written form.</p> <p><b>8.3</b> Teacher utilizes effective listening techniques.</p> <p><b>8.4</b> Teacher interacts with colleagues, administrators, and parents/guardians in a professional manner.</p> <p><b>8.5</b> Teacher shares ideas and resources with others.</p> <p><b>8.6</b> Teacher develops effective partnerships with parents and families in order to support student learning.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
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Signature of Evaluator

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Date

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

\_\_\_\_\_  
Date

**Definitions:**

<sup>1</sup>Proficient-the teacher has mastered all of the indicators of the evaluative criteria and has been a model of superior performance.

<sup>2</sup>Satisfactory-the teacher is successful in meeting the indicators of the evaluative criteria.

<sup>3</sup>Needs Improvement-the teacher has room for improvement to consistently meet the indicators of the evaluative criteria.

<sup>4</sup>Unsatisfactory-the teacher is not successful in meeting the indicators of the evaluative criteria.



## EVALUATION SUMMARY

**P: PROFICIENT<sup>1</sup>   S: SATISFACTORY<sup>2</sup>   NI: NEEDS IMPROVEMENT<sup>3</sup>   U: UNSATISFACTORY<sup>4</sup>**

*\*Ratings in the NI and U categories must be substantiated by comments and suggestions for improvement.*

CRITERIA AND INDICATORS	RATING
<p><b>1 – INSTRUCTIONAL SKILL</b></p> <p>1.1 Specialist identifies clear instructional objectives consistent with adopted curriculum and course goals.</p> <p>1.2 Specialist makes learning meaningful resulting in a positive impact on student achievement.</p> <p>1.3 Specialist models appropriate learning activities such as group and individual activities to meet diverse needs of students in a variety of ways.</p> <p>1.4 Specialist links learning to students’ prior knowledge and future experiences.</p> <p>1.5 Specialist uses a variety of techniques such as providing examples, sharing visuals, and modeling to instruct students/staff.</p> <p>1.6 The Specialist informally assesses during instruction to monitor understanding and makes timely adjustments to instruction as necessary.</p> <p>1.7 Specialist provides feedback to students/staff in a constructive and timely manner.</p> <p>1.8 Specialist paces activities within a lesson to ensure suitability for all students/staff.</p> <p>1.9 Specialist gives directions in a clear, concise manner.</p> <p>1.10 Specialist effectively uses allocated instructional time.</p> <p>1.11 Specialist provides opportunities for students/staff. to engage in a variety of assessment activities that are aligned with learning targets.</p> <p>1.12 Specialist integrates technology to support teaching and learning as appropriate.</p> <p>1.13 Lessons taught by the specialist reflect careful, intentional planning and placing of instruction</p> <p>1.14 Lessons show a focus on learning objectives, concepts, skills, and strategies which help students achieve state standards.</p> <p><b>EVIDENCE:</b></p>	<p><b>P</b> <input type="checkbox"/> <b>S</b> <input type="checkbox"/> <b>NI</b> <input type="checkbox"/> <b>U</b> <input type="checkbox"/></p>
<p><b>2 – CLASSROOM MANAGEMENT</b></p> <p>2.1 Specialist maintains a record keeping system as required by law and district policy.</p> <p>2.2 Specialist organizes and arranges the learning environment/classroom to facilitate learning and minimizes disruptions in the learning environment.</p> <p>2.3 Specialist develops procedures that are clearly defined.</p> <p>2.4 Specialist stays actively engaged throughout the instructional period.</p> <p>2.5 Specialist develops routines that allow students/staff to transition between learning tasks in an efficient fashion.</p> <p>2.6 Specialist is attentive to conditions that affect the health and safety of students.</p> <p>2.7 Specialist encourages a learning climate for sharing ideas and feelings where students/staff are valued, listened to, and responded to appropriately by Specialist and peers.</p> <p>2.8 Specialist is a positive role model for an effective learning environment.</p>	<p><b>P</b> <input type="checkbox"/> <b>S</b> <input type="checkbox"/> <b>NI</b> <input type="checkbox"/> <b>U</b> <input type="checkbox"/></p>

<p><b>EVIDENCE:</b></p>	
<p><b>3 – COMMITMENT TO EDUCATION AS A PROFESSION</b></p> <p><b>3.1</b> Specialist actively participates in professional activities such as staff meetings, student support meetings, 504 meetings, and IEP meetings, etc.  <b>3.2</b> Specialist enforces school rules and adheres to federal/state regulations, board policy, adopted curriculum, and established administrative procedures.  <b>3.3</b> Specialist adjusts to changing conditions and unexpected situations in a professional manner.  <b>3.4</b> Specialist is an advocate for equity, ethics, integrity, excellence, and respect for everyone in the educational community.  <b>3.5</b> Specialist supports implementation of approved curriculum and locates/demonstrates supplemental resources that align with the curriculum.  <b>3.6</b> Specialist demonstrates knowledge of research-based best teaching practices and helps teachers incorporate them into a personal teaching style.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>4 – EFFORT TOWARD IMPROVEMENT</b></p> <p><b>4.1</b> Specialist continually assesses professional performance and sets personal career goals.  <b>4.2</b> Specialist demonstrates a willingness to learn and explore new instructional techniques.  <b>4.3</b> Specialist demonstrates openness to suggestions for change and professional growth.  <b>4.4</b> Specialist identifies professional development improvement activities and takes steps towards meeting those objectives.  <b>4.5</b> Specialist participates in developing the school improvement plan and works towards accomplishing those goals.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>5 – THE HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS</b></p> <p><b>5.1</b> Specialist consults and collaborates with parents, support staff, and administrators to develop and implement remediation plans for behavior problems consistent with school and district discipline policies.  <b>5.2</b> Specialist is aware of what is occurring in the classroom and deals with problems effectively and efficiently to minimize disruption to learning.  <b>5.3</b> Specialist monitors behavior and provides clear, objective feedback to students.  <b>5.4</b> Specialist deals with students fairly and consistently, focusing on student behavior rather than personality.  <b>5.5</b> Specialist utilizes a variety of progressive interventions to encourage appropriate behavior.  <b>5.6</b> Specialist assists students in developing habits of self-discipline.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>

<p><b>6 – INTEREST IN TEACHING STUDENTS/STAFF</b></p> <p>6.1 Specialist sets high standards for all.  6.2 Specialist recognizes the unique and diverse characteristics of students/staff and is careful to counter potential inequities to avoid favoritism.  6.3 Specialist develops positive and appropriate rapport with students/staff.  6.4 Specialist establishes a trusting environment that encourages active student/staff involvement in the learning process.  6.5 Specialist encourages and recognizes diversity of opinions and models respectful behavior.  6.6 Demonstrates sensitivity, knowledge, and skills to work with individuals and groups from a variety of racial, cultural, ethnic, experiential, special needs, social/economic and linguistic backgrounds.  6.7 Specialist uses effective strategies to establish and maintain student/staff motivation.  6.8 Specialist challenges students/staff of all ability levels to maximize achievement.  6.8 Specialist plans instructional activities so that all students/staff have the opportunity to earn recognition for effort and accomplishment.  6.9 Specialist interacts positively with students/staff by demonstrating such behaviors as mutual respect, sincerity, warmth, and humor while interacting positively with students</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>7 – KNOWLEDGE OF SUBJECT MATTER</b></p> <p>7.1 Specialist demonstrates knowledge of the theory, principles, and methods of teaching including Essential Learnings and Grade Level Expectations.  7.2 Specialist stays current with knowledge and trends in subject matter assignments.  7.3 Specialist understands relevancy of subject matter to real world experiences.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>8 – COMMUNICATION AND INTERPERSONAL SKILLS</b></p> <p>8.1 Specialist applies effective collaboration and communication strategies in a group decision-making context.  8.2 Specialist presents information clearly and professionally in both oral and written form.  8.3 Specialist utilizes effective listening techniques.  8.4 Specialist models effective instructional strategies for peers.  8.5 Specialist interacts with colleagues, administrators, and parents/guardians in a professional manner.  8.6 Specialist shares ideas and resources with others.  8.7 Specialist develops effective partnerships with parents and families in order to support student learning.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>

<p><b>9 - DATA/ASSESSMENT MANAGEMENT</b></p> <p><b>9.1</b> Specialist manages assessment materials and data as required by law and district policy.</p> <p><b>9.2</b> Specialist organizes and distributes assessment data to facilitate instructional improvement.</p> <p><b>9.3</b> Specialist promotes a process for staff and students to utilize assessment data for student growth.</p> <p><b>9.3</b> Specialist develops assessment procedures that are clearly defined.</p> <p><b>9.4</b> Specialist aligns assessment expectations with existing building and district policies.</p> <p><b>9.5</b> Specialist encourages a positive classroom testing environment.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
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Signature of Evaluator

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Date

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Signature of Employee

\_\_\_\_\_  
Date

**Section 8.2.7.2.** The employee shall sign the final observation and evaluation (Summative Track Evaluation) report to indicate that the employee has received a copy of the evaluation section and a conference was held. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the final evaluation. Within five (5) days of the conference, the employee may submit signed comments concerning the employee's evaluation report. These signed comments shall be made a part of the official observation and evaluation report.

**Definitions:**

<sup>1</sup>Proficient-the specialist has mastered all of the indicators of the evaluative criteria and has been a model of superior performance.

<sup>2</sup>Satisfactory-the specialist is successful in meeting the indicators of the evaluative criteria.

<sup>3</sup>Needs Improvement-the specialist has room for improvement to consistently meet the indicators of the evaluative criteria.

<sup>4</sup>Unsatisfactory-the specialist is not successful in meeting the indicators of the evaluative criteria.



## EVALUATION SUMMARY

**P: PROFICIENT<sup>1</sup>    S: SATISFACTORY<sup>2</sup>    NI: NEEDS IMPROVEMENT<sup>3</sup>    U: UNSATISFACTORY<sup>4</sup>**  
*\*Ratings in the NI and U categories must be substantiated by comments and suggestions for improvement.*

CRITERIA AND INDICATORS	RATING
<p><b>1 – KNOWLEDGE AND SCHOLARSHIP</b> Each counselor demonstrates a depth and breadth of knowledge, of theory and of content in the special field. The counselor demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty in to the total school milieu.</p> <ul style="list-style-type: none"> <li>1.1 Able to develop and articulate components of Comprehensive Counseling and Guidance Program (CCGP) as appropriate for specific building(s) and student needs.</li> <li>1.2 Demonstrates knowledge and use of accepted theories and techniques appropriate to school counseling.</li> <li>1.3 Understands the connection between the CCGP and building/SIP goals.</li> <li>1.4 Knowledgeable about statewide education reform efforts and the role of CCGP within those efforts.</li> </ul> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>2 – SPECIALIZED SKILLS</b> Each counselor demonstrates in the counselor’s performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention,</p> <ul style="list-style-type: none"> <li>2.1 Knowledge of students.</li> <li>2.2 Uses school/student data to determine appropriate levels of prevention and intervention activities.</li> <li>2.3 Provides responsive and preventative counseling services to students.</li> <li>2.4 Demonstrates knowledge in student test/appraisal interpretation. Contributes to student’s successful school transitions and promotions. Facilitates student’s long-range educational and career plans.</li> </ul> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>3 – MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT</b> Each counselor demonstrates an acceptable level of performance in managing and organizing the special materials, equipment, and environment essential to the specialized programs.</p> <ul style="list-style-type: none"> <li>3.1 Manages work environment.</li> <li>3.2 Manages time and plans appropriately.</li> <li>3.3 Effectively incorporates the use of technology into counseling services.</li> </ul> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>4 –COUNSELOR AS A PROFESSIONAL</b> Each counselor demonstrates awareness of the counselor’s limitations and strengths and demonstrates continued professional growth.</p> <ul style="list-style-type: none"> <li>4.1 Communicating in a professional environment (Communicates in an effective manner both in oral and written form).</li> </ul>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>



<p>4.2 Develops and maintains relationships with parents, students, colleagues and administrators.</p> <p>4.3 Counselor is current regarding applicable laws (e.g., FERPA, WACs) and ethical standards (e.g., ASCA).</p> <p>4.4 Counselor demonstrates and applies an understanding of confidentiality and its limits within the educational environment.</p> <p>4.5 The counselor contributes to a positive school environment.</p> <p>4.6 Identifies and participates in continuous professional development needs.</p> <p>4.7 Counselor shares ideas and resources with others.</p> <p><b>EVIDENCE:</b></p>	
<p><b>5 – INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL</b> Each counselor demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.</p> <p>5.1 Works with individual students and small groups to address school/individual intervention needs. Provides classroom instruction on pertinent student/school issues. Works with individual students and groups on goal setting.</p> <p>5.2 Works collaboratively with administration, staff, and parents regarding students’ academic success and well-being. Implements a referral system(s) process.</p> <p>5.3 Student advocacy.</p> <p>5.4 Provides students with knowledge and skills needed to understand and respect self and others. Provides students with personal safety and healthy decision-making skills. Provides students with knowledge and skills needed to effectively solve problems.</p> <p>5.5 Counselor facilitates meaningful interactions resulting in a positive impact on student achievement and behavior.</p> <p>5.6 Counselor links behavior intervention and learning outcomes to students’ prior knowledge and future experiences.</p> <p>5.7 Demonstrates sensitivity, knowledge and skills to work with individuals and groups from a variety of racial, cultural, ethnic, experiential, special needs, social/economic and linguistic backgrounds.</p> <p>5.8 Counselor uses a variety of techniques such as providing examples and discussing consequences or outcomes to improve student achievement and behavior.</p> <p>5.9 Counselor provides feedback to students in a constructive and timely manner.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>

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Signature of Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Counselor    Date

**Section 8.2.7.2.** The employee shall sign the final observation and evaluation (Summative Track Evaluation) report to indicate that the employee has received a copy of the evaluation section and a conference was held. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the final evaluation. Within five (5) days of the conference, the employee may submit signed comments concerning the employee’s evaluation report. These signed comments shall be made a part of the official observation and evaluation report.

**Definitions:**

<sup>1</sup>Proficient-the counselor has mastered all of the indicators of the evaluative criteria and has been a model of superior performance.

<sup>2</sup>Satisfactory-the counselor is successful in meeting the indicators of the evaluative criteria.

<sup>3</sup>Needs Improvement-the counselor has room for improvement to consistently meet the indicators of the evaluative criteria.

<sup>4</sup>Unsatisfactory-the counselor is not successful in meeting the indicators of the evaluative criteria.



## EVALUATION SUMMARY

**P: PROFICIENT<sup>1</sup>    S: SATISFACTORY<sup>2</sup>    NI: NEEDS IMPROVEMENT<sup>3</sup>    U: UNSATISFACTORY<sup>4</sup>**  
*\*Ratings in the NI and U categories must be substantiated by comments and suggestions for improvement.*

CRITERIA AND INDICATORS	RATING
<p><b>1 – GUIDANCE/SUPERVISION SKILLS BEHAVIOR INTERVENTION SKILLS</b></p> <p>1.1 Dean facilitates meaningful interactions resulting in a positive impact on student behavior</p> <p>1.2 Dean links behavior intervention and learning outcomes to students’ prior knowledge and future experiences.</p> <p>1.3 Dean uses a variety of techniques such as providing examples and discussing consequences or outcomes</p> <p>1.4 Dean provides feedback to students in a constructive and timely manner.</p> <p>1.5 Dean gives directions in a clear, concise manner.</p> <p>1.6 Dean adapts and modifies discipline and guidance to accommodate IEP’s and 504 plans</p> <p>1.7 Dean is involved with non-classroom activities and supervision.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>2 – SCHOOL ENVIRONMENT/CLIMATE MANAGEMENT</b></p> <p>2.1 Dean acts in accordance with a record keeping system as required by law and district policy.</p> <p>2.2 Dean aligns behavior expectations with existing building and district policies.</p> <p>2.3 Dean is attentive to building conditions and environment that affect the health and safety of students.</p> <p>2.4 Dean encourages a building climate which fosters sharing ideas and feelings where students are valued, listened to, and responded to appropriately by adults and peers.</p> <p>2.5 Dean is a positive role model for students.</p> <p>2.6 Dean interacts positively with students by demonstrating such behaviors as mutual respect, sincerity, warmth, and humor while interacting positively with students.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>3 – COMMITMENT TO EDUCATION AS A PROFESSION</b></p> <p>3.1 Dean actively participates in professional activities such as staff meetings, student support meetings, 504 meetings, and IEP meetings, etc.</p> <p>3.2 Dean enforces school rules and adheres to federal/state regulations, board policy, adopted curriculum, and established administrative procedures.</p> <p>3.3 Dean adjusts to changing conditions and unexpected situations in a professional manner.</p> <p>3.4 Dean is an advocate for equity, ethics, integrity, excellence, and respect for everyone in the educational community.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>

<p><b>4 – EFFORT TOWARD IMPROVEMENT</b></p> <p>4.1 Dean continually assesses professional performance and sets personal career goals.</p> <p>4.2 Dean demonstrates a willingness to learn and explore new techniques.</p> <p>4.3 Dean demonstrates openness to suggestions for change and professional growth.</p> <p>4.4 Dean identifies professional development improvement activities/opportunities and takes steps towards meeting those objectives.</p> <p>4.5 Dean participates in developing the school improvement plan and works towards accomplishing those goals.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>5 – THE HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS</b></p> <p>5.1 Dean consults and collaborates with parents, support staff, and administrators to develop and implement remediation plans for behavior problems consistent with school and district discipline policies.</p> <p>5.2 Dean is aware of what is occurring in the school/environment and deals with problems effectively and efficiently to minimize disruption to learning.</p> <p>5.3 Dean monitors behavior and provides clear, objective feedback to students.</p> <p>5.4 Dean deals with students fairly and consistently, focusing on student behavior rather than personality.</p> <p>5.5 Dean utilizes a variety of progressive interventions to encourage appropriate behavior.</p> <p>5.6 Dean assists students in developing habits of self-discipline.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>6 – INTEREST IN TEACHING PUPILS</b></p> <p>6.1 Dean sets high standards for all.</p> <p>6.2 Dean recognizes the unique and diverse characteristics of each student and is careful to counter potential inequities to avoid favoritism.</p> <p>6.3 Demonstrates sensitivity, knowledge and skills to work with individuals and groups from a variety of racial, cultural, ethnic, experiential, special needs, social/economic and linguistic backgrounds.</p> <p>6.4 Dean develops positive and appropriate rapport with students.</p> <p>6.5 Dean establishes a trusting environment that encourages active student involvement.</p> <p>6.6 Dean encourages and recognizes diversity of opinions and models respectful behavior.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>7 – KNOWLEDGE OF SUBJECT MATTER</b></p> <p>7.1 Dean demonstrates knowledge of the theory, principles, and methods of teaching including Essential Learnings and Grade Level Expectations.</p> <p>7.2 Dean stays current with knowledge and trends in discipline policy and law.</p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>

<p><b>7.3</b> Dean understands relevancy of subject matter to real world experiences.</p> <p><b>EVIDENCE:</b></p>	
<p><b>8 – COMMUNICATION AND INTERPERSONAL SKILLS</b></p> <p><b>8.1</b> Dean applies effective collaboration and communication strategies in a group decision-making context.</p> <p><b>8.2</b> Dean presents information clearly and professionally in both oral and written form.</p> <p><b>8.3</b> Dean utilizes effective listening techniques.</p> <p><b>8.4</b> Dean interacts with colleagues, administrators, parents/guardians, and law enforcement in a professional manner.</p> <p><b>8.5</b> Dean shares ideas and resources with others.</p> <p><b>8.6</b> Dean develops effective partnerships with parents and families in order to support student learning.</p> <p><b>8.7</b> Dean maintains accurate discipline files.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**Section 8.2.7.2.** The employee shall sign the final observation and evaluation (Summative Track Evaluation) report to indicate that the employee has received a copy of the evaluation section and a conference was held. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the final evaluation. Within five (5) days of the conference, the employee may submit signed comments concerning the employee’s evaluation report. These signed comments shall be made a part of the official observation and evaluation report.

**Definitions:**

<sup>1</sup>Proficient-the teacher has mastered all of the indicators of the evaluative criteria and has been a model of superior performance.

<sup>2</sup>Satisfactory-the teacher is successful in meeting the indicators of the evaluative criteria.

<sup>3</sup>Needs Improvement-the teacher has room for improvement to consistently meet the indicators of the evaluative criteria.

<sup>4</sup>Unsatisfactory-the teacher is not successful in meeting the indicators of the evaluative criteria.

**APPENDIX I – Librarian Summative Evaluation Form**

South Kitsap School District No. 402  
**LIBRARIAN SUMMATIVE EVALUATION**  
School Year

Name: \_\_\_\_\_  
                                    (Last)                                    (First)

School: \_\_\_\_\_ Assignment: \_\_\_\_\_

Evaluator's Name: \_\_\_\_\_

PREOBSERVATION CONFERENCE DATE: \_\_\_\_\_

**PATTERN OF OBSERVATION SERIES:**

Observation Number	Date Planned	Date Held	Time Begun	Time Ended	Confer. Date	Evaluator Initial	Employee Initial
1							
2							
3							
4							

**Leave Replacement Employee**     **Post Retirement Employee**     **Provisional**     **Continuing Employee:**

1.

- Summative New Hire Year 1
- Summative New Hire Year 2
- Summative New Hire Year 3
- Summative New Hire Year 4
- Summative Cycle For One Year
- Summative at Librarian Option
- Summative by Mutual Agreement
- Other

2. and the librarian will be placed on the following evaluation cycle for the \_\_\_\_\_ school year:

- Summative New Hire Year 2
- Summative New Hire Year 3
- Summative New Hire Year 4
- Summative by Mutual Agreement
- Summative at Librarian Option
- Formative Year 1
- Other

## EVALUATION SUMMARY

**P: PROFICIENT<sup>1</sup>   S: SATISFACTORY<sup>2</sup>   NI: NEEDS IMPROVEMENT<sup>3</sup>   U: UNSATISFACTORY<sup>4</sup>**  
*\*Ratings in the NI and U categories must be substantiated by comments and suggestions for improvement.*

CRITERIA AND INDICATORS	RATING
<p><b>1 - INSTRUCTIONAL SKILL AND INFORMATION LITERACY</b></p> <p><b>1.1</b> Librarian identifies clear instructional objectives consistent with adopted SKSD curriculum and course goals.</p> <p><b>1.2</b> Librarian makes learning meaningful resulting in positive impact on student achievement.</p> <p><b>1.3</b> In collaboration with other teachers librarian assists in identifying instructional strategies and creative use of library resources.</p> <p><b>1.4</b> Librarian links learning to student's prior knowledge and future experiences and develops an understanding of the context of the units students are learning.</p> <p><b>1.5</b> Librarian provides feedback to students in a constructive and timely manner.</p> <p><b>1.6</b> Librarian effectively uses instructional time.</p> <p><b>1.7</b> Librarian integrates technology to support teaching and learning as appropriate.</p> <p><b>1.8</b> Librarian adapts and modifies instruction to accommodate IEP's and 504 plans.</p> <p><b>1.9</b> Librarian motivates and guides students in developing an awareness of and interaction with literature in a variety of formats for personal enrichment and information.</p> <p><b>1.10</b> Librarian monitors, assesses, and employs existing and emerging technologies appropriate to the instructional program.</p> <p><b>1.11</b> Librarian participates with other teachers in designing, evaluating, and modifying the teaching and learning activities, and in evaluating student mastery of these activities.</p> <p><b>1.12</b> Librarian provides instruction on informational literacy.</p> <p><b>1.13</b> Librarian promotes and supports student appreciation for literature.</p> <p><b>1.14</b> Librarian effectively implements the use of technology in the library to enhance student learning.</p> <p><b>1.15</b> Lessons taught by the Librarian reflect careful, intentional planning and pacing of instruction.</p> <p><b>1.16</b> Lessons show a focus on learning objectives, concepts, skills, and strategies which help students achieve state standards.</p> <p><b>EVIDENCE:</b></p>	<p><b>P</b> <input type="checkbox"/> <b>S</b> <input type="checkbox"/> <b>NI</b> <input type="checkbox"/> <b>U</b> <input type="checkbox"/></p>
<p><b>2 – LIBRARY MANAGEMENT</b></p> <p><b>2.1</b> Librarian applies the basic principles of evaluating, selecting, and maintaining resources and equipment to provide a collection of internal holdings and external access points that supports the educational goals of the school.</p> <p><b>2.2</b> Librarian evaluates, selects diverse literature, media (print, non-print, and electronic), and information services for children and young adults.</p> <p><b>2.3</b> Librarian uses appropriate collection management principals and procedures for needs analysis, evaluating, selecting, and withdrawing resources in collaboration with classroom teachers.</p>	<p><b>P</b> <input type="checkbox"/> <b>S</b> <input type="checkbox"/> <b>NI</b> <input type="checkbox"/> <b>U</b> <input type="checkbox"/></p>



<p>2.4 Librarian assesses curriculum standards in relation to student and faculty needs, and evaluates both internal holdings and external information to coordinate the selection of appropriate resources to meet the educational goals established by Washington State as well as the goals of the school district.</p> <p>2.5 Librarian maintains a collection relevant to the educational, cultural, and informational needs of students.</p> <p>2.6 Librarian manages standard procedures for classifying, cataloging, and processing resources, which will facilitate computerization.</p> <p>2.7 Librarian implements procedures for ongoing inventory and maintenance of resources and equipment.</p> <p>2.8 Librarian facilitates the process for addressing expressed concerns about specific titles in the school library media resources collections.</p> <p>2.9 Librarian administers the school library media program budget based on the instructional program needs.</p> <p><b>EVIDENCE:</b></p>	
<p><b>3 – COMMITMENT TO EDUCATION AS A PROFESSION</b></p> <p>3.1 Librarian participates in school-wide instructional leadership efforts</p> <p>3.2 Librarian works with teachers, colleagues and administrators to establish library/media program goals, which are an integral part of the educational program in the school and school district.</p> <p>3.3 Librarian applies appropriate research findings to improve teaching and learning throughout the school and specifically in the school library/media program.</p> <p>3.4 Librarian understands and applies learning theory and styles.</p> <p>3.5 Librarian understands and applies the principles of curriculum development and implementation.</p> <p>3.6 Librarian participates as an educational leader in curriculum development process at both the building and district levels.</p> <p>3.7 Librarian actively participates in professional activities such as staff meetings, student support meetings and weekly team collaboration meetings.</p> <p>3.8 Librarian has knowledge and fosters an appreciation and practice of literature including supplemental reading programs.</p> <p>3.9 Librarian advocates for student literacy through the knowledge and practice of literacy.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>4 – EFFORT TOWARDS IMPROVEMENT</b></p> <p>4.1 Librarian continually assesses professional performance and sets personal career goals.</p> <p>4.2 Librarian demonstrates a willingness to learn and explore new instructional techniques.</p> <p>4.3 Librarian demonstrates openness to suggestions for change and professional growth.</p> <p>4.4 Librarian identifies professional development improvement activities and takes steps towards meeting those objectives.</p> <p>4.5 Librarian participates in developing the school improvement plan and works towards accomplishing those goals.</p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>

<p><b>EVIDENCE:</b></p>	
<p><b>5 – THE HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS</b></p> <ul style="list-style-type: none"> <li>5.1 Librarian consults and collaborates with parents, support staff, and administrators to develop and implement remediation plans for behavior problems consistent with school and district discipline policies.</li> <li>5.2 Librarian is aware of what is occurring in the library and deals with problems effectively and efficiently to minimize disruption to learning.</li> <li>5.3 Librarian monitors behavior and provides clear, objective feedback to students.</li> <li>5.4 Librarian deals with students fairly and consistently, focusing on student behavior rather than personality.</li> <li>5.5 Librarian utilizes a variety of progressive interventions to encourage appropriate behavior.</li> <li>5.6 Librarian assists students in developing habits of self-discipline.</li> </ul> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>6 – INTEREST IN TEACHING PUPILS/STAFF</b></p> <ul style="list-style-type: none"> <li>6.1 Librarian sets high standards for all.</li> <li>6.2 Librarian recognizes the unique and diverse characteristics of each student and is careful to counter potential inequities to avoid favoritism.</li> <li>6.3 Librarian develops positive and appropriate rapport with students.</li> <li>6.4 Librarian establishes a trusting environment that encourages active student involvement in the learning process.</li> <li>6.5 Librarian encourages and recognizes diversity of opinions and models respectful behavior.</li> <li>6.6 Demonstrates sensitivity, knowledge and skills to work with individuals and groups from a variety of racial, cultural, ethnic, experiential, special needs, social/economic and linguistic backgrounds.</li> <li>6.7 Librarian uses effective strategies to establish and maintain student motivation.</li> <li>6.8 Librarian challenges students of all ability levels to maximize achievement.</li> <li>6.9 Librarian plans instructional activities so that all students have the opportunity to earn recognition for effort and accomplishment.</li> <li>6.10 Librarian interacts positively with students/staff by demonstrating such behaviors as mutual respect, sincerity, warmth, and humor while interacting positively with students.</li> </ul> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>7– KNOWLEDGE OF SUBJECT MATTER</b></p> <ul style="list-style-type: none"> <li>7.1 Librarian understands ways to develop a school library media program dedicated to providing open access to information.</li> <li>7.2 Librarian understands existing and emerging information technologies.</li> </ul>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>

<p>7.3 Librarian understands the social, ethical, and legal implications of open access to information.</p> <p>7.4 Librarian understands the importance of continuing professional growth and active participation in professional associations.</p> <p><b>EVIDENCE:</b></p>	
<p><b>8 – COMMUNICATION AND INTERPERSONAL SKILLS</b></p> <p>8.1 Librarian applies effective collaboration and communication strategies in a group decision-making context.</p> <p>8.2 Librarian presents information clearly and professionally in both oral and written form.</p> <p>8.3 Librarian utilizes effective listening techniques.</p> <p>8.4 Librarian interacts with colleagues, administrators, and parents/guardians in a professional manner.</p> <p>8.5 Librarian shares ideas and resources with others.</p> <p>8.6 Librarian develops effective partnerships with parents and families in order to support student learning.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Librarian

\_\_\_\_\_  
Date

**Section 8.2.7.2.** The employee shall sign the final observation and evaluation (Summative Track Evaluation) report to indicate that the employee has received a copy of the evaluation section and a conference was held. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the final evaluation. Within five (5) days of the conference, the employee may submit signed comments concerning the employee’s evaluation report. These signed comments shall be made a part of the official observation and evaluation report.

**Definitions:**

<sup>1</sup>Proficient-the librarian has mastered all of the indicators of the evaluative criteria and has been a model of superior performance.

<sup>2</sup>Satisfactory-the librarian is successful in meeting the indicators of the evaluative criteria.

<sup>3</sup>Needs Improvement-the librarian has room for improvement to consistently meet the indicators of the evaluative criteria.

<sup>4</sup>Unsatisfactory-the librarian is not successful in meeting the indicators of the evaluative criteria.



## EVALUATION SUMMARY

**P: PROFICIENT<sup>1</sup>   S: SATISFACTORY<sup>2</sup>   NI: NEEDS IMPROVEMENT<sup>3</sup>   U: UNSATISFACTORY<sup>4</sup>**

*\*Ratings in the NI and U categories must be substantiated by comments and suggestions for improvement.*

CRITERIA AND INDICATORS	RATING
<p><b>1 – KNOWLEDGE AND SCHOLARSHIP IN A SPECIALIZED FIELD</b></p> <p><b>1.5</b> Nurse identifies clear objectives consistent with knowledge and skills required by State of Washington and the South Kitsap School District.</p> <p><b>1.6</b> Nurse provides a program of services consistent with best practices for student health needs including IEP and 504 goals and objectives as appropriate.</p> <p><b>1.7</b> Nurse demonstrates knowledge and understanding of student, family, and school community health.</p> <p><b>1.8</b> Nurse demonstrates knowledge and management of health screening program, communicable disease control, medication supervision and management, immunization screening, accident prevention, safety, and emergency care and procedures, medication administration and management.</p> <p><b>1.9</b> Nurse educates and supervises staff regarding medically approved emergency care in the school setting, medication administration, confidentiality and liability.</p> <p><b>1.10</b> Nurse demonstrates knowledge and skills in student health referral and evaluation of physical, emotional, social, and health needs of students.</p> <p><b>1.11</b> Nurse provides a program of health services consistent with IEP goals and objectives.</p> <p><b>1.12</b> Nurse links communication of health issues consistent with students' prior knowledge and future experiences.</p> <p><b>1.13</b> Nurse monitors and adjusts Health Care Plan to facilitate student learning.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>2 – COMMITMENT TO EDUCATION AND A SPECIALIZED PROFESSION</b></p> <p><b>2.1</b> Nurse actively participates in professional activities, staff meetings, IEP meetings, 504 meetings when appropriate, and communicates recommendations as needed.</p> <p><b>2.2</b> Nurse consults with additional staff and school personnel when appropriate</p> <p><b>2.3</b> Nurse demonstrates awareness of personal and professional limitations and serves as a health resource person, making referrals and collaborating with students, parents and district personnel, when appropriate.</p> <p><b>2.4</b> Nurse adjusts to changing conditions in a professional manner and utilizes research based health and safety practices.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>3 – WORKSPACE MANAGEMENT</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>

<p>3.1 Nurse manages health records and information in a confidential and professional manner sharing information on a need to know basis, where appropriate, following federal, state, and district regulations.</p> <p>3.2 Manages time and environment effectively and maintains accurate records.</p> <p>3.3 Nurse supervises and supports staff.</p> <p>3.4 Complies with laws pertaining to storage and disposal of records.</p> <p><b>EVIDENCE:</b></p>	
<p><b>4 – NURSE AS A PROFESSIONAL</b></p> <p>4.1 Nurse demonstrates awareness and practices the professional code of ethics, state, federal and district regulations and policies related to the practice of nursing.</p> <p>4.2 Nurse works as an educational team member.</p> <p>4.3 Nurse sets personal career goals and demonstrates willingness for continued professional learning and growth.</p> <p>4.4 Nurse participates in the school/district school improvement plan and goals.</p> <p>4.5 Nurse continually assesses professional performance and sets personal career goals for continuing professional learning, growth and continuing education.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>5 – COMMUNICATION AND INTERPERSONAL SKILLS</b></p> <p>5.1 Nurse establishes rapport and communicates effectively and positively when working with parents, students, community contacts and groups.</p> <p>5.2 Nurse actively collaborates with staff, parents, and physicians and shares information clearly and in a professional manner.</p> <p>5.3 Nurse utilizes active listening techniques.</p> <p>5.4 Nurse works to develop effective partnership with parents and families to support and advocate for student learning success.</p> <p>5.5 Demonstrates sensitivity, knowledge and skills to work with individuals and groups from a variety of racial, cultural, ethnic, experiential, special needs, social/economic and linguistic backgrounds.</p> <p>5.6 Nurse presents information clearly and professionally in both oral and written form.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Nurse Specialist

\_\_\_\_\_  
Date

**Section 8.2.7.2.** The employee shall sign the final observation and evaluation (Summative Track Evaluation) report to indicate that the employee has received a copy of the evaluation section and a conference was held. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the final evaluation. Within five (5) days of the conference, the employee may submit signed comments concerning the

employee's evaluation report. These signed comments shall be made a part of the official observation and evaluation report.

**Definitions:**

<sup>1</sup>Proficient-the nurse specialist has mastered all of the indicators of the evaluative criteria and has been a model of superior performance.

<sup>2</sup>Satisfactory-the nurse specialist is successful in meeting the indicators of the evaluative criteria.

<sup>3</sup>Needs Improvement-the nurse specialist has room for improvement to consistently meet the indicators of the evaluative criteria.

<sup>4</sup>Unsatisfactory-the nurse specialist is not successful in meeting the indicators of the evaluative criteria.





## EVALUATION SUMMARY

**P: PROFICIENT<sup>1</sup>   S: SATISFACTORY<sup>2</sup>   NI: NEEDS IMPROVEMENT<sup>3</sup>   U: UNSATISFACTORY<sup>4</sup>**

*\*Ratings in the NI and U categories must be substantiated by comments and suggestions for improvement.*

CRITERIA AND INDICATORS	RATING
<p><b>1 – KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD</b></p> <p>1.1 OT/PT identifies clear instructional objectives consistent with adopted curriculum and course goals.</p> <p>1.2 OT/PT makes learning meaningful resulting in a positive impact on student achievement.</p> <p>1.3 OT/PT develops appropriate learning activities such as group and individual activities to meet diverse needs of students in a variety of ways.</p> <p>1.4 OT/PT links learning to students' prior knowledge and future experiences.</p> <p>1.5 OT/PT uses a variety of techniques such as providing examples, sharing visuals, and modeling to instruct students.</p> <p>1.6 The OT/PT informally assesses during instruction to monitor student understanding and makes timely adjustments to instruction as necessary.</p> <p>1.7 OT/PT provides feedback to students in a constructive and timely manner.</p> <p>1.8 OT/PT paces activities within a lesson to ensure suitability for all students.</p> <p>1.9 OT/PT gives directions in a clear, concise manner.</p> <p>1.10 OT/PT effectively uses allocated instructional time.</p> <p>1.11 OT/PT provides opportunities for students to engage in a variety of assessment activities that are aligned with learning targets.</p> <p>1.12 OT/PT integrates technology to support teaching and learning as appropriate.</p> <p>1.13 OT/PT adapts and modifies instruction/care to accommodate IEP's and 504 plans</p> <p>1.14 OT/PT demonstrates the ability to integrate the therapy program into the student's total educational program where appropriate.</p> <p>1.15 OT/PT Implements state and federal regulations according to district policies and procedures.</p> <p>1.16 OT/PT Demonstrates knowledge about validity and reliability of the instruments and techniques used.</p> <p>1.17 OT/PT Demonstrates knowledge of multiple assessment methods and interventions.</p> <p><b>EVIDENCE:</b></p>	<p><b>P</b> <input type="checkbox"/> <b>S</b> <input type="checkbox"/> <b>NI</b> <input type="checkbox"/> <b>U</b> <input type="checkbox"/></p>
<p><b>2 –MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT</b></p> <p>2.1 OT/PT maintains a record keeping system as required by law and district policy.</p> <p>2.2 OT/PT organizes and arranges the workplace to facilitate learning and minimizes disruptions in the learning environment.</p> <p>2.3 OT/PT develops therapeutic procedures that are clearly defined.</p> <p>2.4 OT/PT stays actively engaged throughout the instructional period.</p> <p>2.5 OT/PT aligns behavior expectations with existing classroom, building and district policies.</p> <p>2.6 OT/PT develops therapeutic routines that allow students to transition between learning tasks in an efficient fashion.</p>	<p><b>P</b> <input type="checkbox"/> <b>S</b> <input type="checkbox"/> <b>NI</b> <input type="checkbox"/> <b>U</b> <input type="checkbox"/></p>

<p><b>2.7</b> OT/PT is attentive to workplace conditions that affect the health and safety of students.</p> <p><b>2.8</b> OT/PT encourages a climate for sharing ideas and feelings where students are valued, listened to, and responded to appropriately by OT/PT and peers.</p> <p><b>2.9</b> OT/PT is a positive role model for expected workplace behavior.</p> <p><b>2.10</b> OT/PT interacts positively with students by demonstrating such behaviors as mutual respect, sincerity, warmth, and humor while interacting positively with students.</p> <p><b>2.11</b> Demonstrates sensitivity, knowledge and skills to work with individuals and groups from a variety of racial, cultural, ethnic, experiential, special needs, social/economic and linguistic backgrounds.</p> <p><b>2.12</b> Creates an environment which provides privacy and protects student and family information as mandated by codes of ethics, federal and state regulations, and local school district policies.</p> <p><b>2.13</b> Identifies and utilizes appropriate equipment, plans, materials, and resource personnel to facilitate student achievement of goals.</p> <p><b>2.14</b> Demonstrates an understanding of the benefits and limitations of devices, materials, and procedures in meeting individual student needs in the educational environment.</p> <p><b>EVIDENCE:</b></p>	
<p><b>3 – SPECIALIZED SKILLS</b></p> <p><b>3.1</b> OT/PT actively participates in professional activities such as staff/department meetings, student support meetings, 504 meetings, and IEP meetings, etc.</p> <p><b>3.2</b> OT/PT enforces school rules and adheres to federal/state regulations, board policy, adopted curriculum, and established administrative procedures.</p> <p><b>3.3</b> OT/PT adjusts to changing conditions and unexpected situations in a professional manner.</p> <p><b>3.4</b> OT/PT is an advocate for equity, ethics, integrity, excellence, and respect for everyone in the educational community.</p> <p><b>3.5</b> OT/PT implements IEP/ 504/ Health Plans and demonstrates a willingness to explore resources that align with the curriculum.</p> <p><b>3.6</b> Demonstrates understanding of occupational / physical therapy as a related service in meeting the educational needs of students with special needs in regular or special education settings.</p> <p><b>3.7</b> Demonstrates depth and breadth of knowledge of theory and content in occupational therapy/physical therapy and provides rationale for selected service delivery models and therapeutic activities.</p> <p><b>3.8</b> Demonstrates awareness of personal and professional limitations and makes appropriate referrals.</p> <p><b>3.9</b> Administers appropriate clinical and standardized assessments, records and interprets results accurately, and communicates results clearly to educational team members, parents, and private practitioners or other agencies as needed.</p> <p><b>3.10</b> Develops interventions that are linked to assessment and are consistent with data collection.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>

<p><b>4 – COMMUNICATION AND INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL STAFF</b></p> <p><b>4.1</b> OT/PT applies effective collaboration and communication strategies in a group decision-making context.</p> <p><b>4.2</b> OT/PT presents information clearly and professionally in both oral and written form.</p> <p><b>4.3</b> OT/PT utilizes effective listening techniques.</p> <p><b>4.4</b> OT/PT interacts with colleagues, administrators, and parents/guardians in a professional manner.</p> <p><b>4.5</b> OT/PT shares ideas and resources with others.</p> <p><b>4.6</b> OT/PT develops effective partnerships with parents and families in order to support student learning.</p> <p><b>4.7</b> Provides appropriate instruction for students, parents, aides, or classroom personnel who are involved with the use of adaptive equipment, procedures, or home programs in facilitating carryover of therapy intervention.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
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\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**Section 8.2.7.2.** The employee shall sign the final observation and evaluation (Summative Track Evaluation) report to indicate that the employee has received a copy of the evaluation section and a conference was held. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the final evaluation. Within five (5) days of the conference, the employee may submit signed comments concerning the employee’s evaluation report. These signed comments shall be made a part of the official observation and evaluation report.

**Definitions:**

<sup>1</sup>Proficient-the teacher has mastered all of the indicators of the evaluative criteria and has been a model of superior performance.

<sup>2</sup>Satisfactory-the teacher is successful in meeting the indicators of the evaluative criteria.

<sup>3</sup>Needs Improvement-the teacher has room for improvement to consistently meet the indicators of the evaluative criteria.

<sup>4</sup>Unsatisfactory-the teacher is not successful in meeting the indicators of the evaluative criteria.



## EVALUATION SUMMARY

**P: PROFICIENT<sup>1</sup>   S: SATISFACTORY<sup>2</sup>   NI: NEEDS IMPROVEMENT<sup>3</sup>   U: UNSATISFACTORY<sup>4</sup>**

*\*Ratings in the NI and U categories must be substantiated by comments and suggestions for improvement.*

CRITERIA AND INDICATORS	RATING
<p><b>1 – KNOWLEDGE AND SCHOLARSHIP</b></p> <p><b>1.14</b> Demonstrates knowledge of Washington State and federal rules and regulations governing special education.</p> <p><b>1.15</b> Implements state and federal regulations according to district policies and procedures.</p> <p><b>1.16</b> Demonstrates knowledge about validity and reliability of the instruments and techniques used.</p> <p><b>1.17</b> Demonstrates knowledge of multiple assessment methods and interventions.</p> <p><b>1.18</b> Utilizes current professional literature and research in practice.</p> <p><b>EVIDENCE:</b></p>	<p><b>P</b> <input type="checkbox"/> <b>S</b> <input type="checkbox"/> <b>NI</b> <input type="checkbox"/> <b>U</b> <input type="checkbox"/></p>
<p><b>2 – SPECIALIZED SKILLS</b></p> <p><b>2.1 Assessment:</b></p> <p><b>2.1.1</b> Selects and administers appropriate assessment devices in a standardized fashion.</p> <p><b>2.1.2</b> Coordinates as team leader, assessing all necessary areas and involving other appropriate staff.</p> <p><b>2.1.3</b> Uses a wide variety of techniques to evaluate: academic skills, learning aptitudes, personality and social development, social skills, learning environment and school climate, and eligibility for special education.</p> <p><b>2.1.4</b> Applies multiple assessment techniques and practices, that are research-based, to reach assessment conclusions.</p> <p><b>2.1.5</b> Completes functional behavior assessments that consider the antecedents, consequences, functions, and potential causes of behavior problems.</p> <p><b>2.2 Intervention:</b></p> <p><b>2.2.1</b> Provides parents and teachers with interventions to cope with problems in learning and behavior.</p> <p><b>2.2.2</b> Develops interventions that are linked to assessment and are consistent with data collection.</p> <p><b>2.2.3</b> Assists with the development of behavioral interventions that are data-based.</p> <p><b>2.3 Reporting:</b></p> <p><b>2.3.1</b> Summarizes and interprets results in a written report which document eligibility and assessment decisions/interventions that are data-based.</p> <p><b>2.3.2</b> Communicates results in a language that can be readily understood.</p> <p><b>2.3.3</b> Writes reports which include the necessary components as outlined by state and federal law.</p> <p><b>EVIDENCE:</b></p>	<p><b>P</b> <input type="checkbox"/> <b>S</b> <input type="checkbox"/> <b>NI</b> <input type="checkbox"/> <b>U</b> <input type="checkbox"/></p>

CRITERIA AND INDICATORS	RATING
<p><b>3 – MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT</b></p> <p>3.1 Maintains confidentiality of student records as mandated by state and federal regulations and outlined by district policies and procedures.</p> <p>3.2 Manages time and environment effectively to insure that assessments and reassessments are completed in a timely manner.</p> <p>3.3 Coordinates an effective procedure at the building level which insures appropriate processing of special education regulations.</p> <p>3.4 Complies with laws pertaining to storage and disposal of records.</p> <p>3.5 Complies with copy write laws pertaining to the use of assessment materials.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>4 – PSYCHOLOGIST AS A PROFESSIONAL</b></p> <p>4.1 Demonstrates an awareness of ethical guidelines outlined by WSASP and NASP.</p> <p>4.2 Participates in in-service and/or educational opportunities for professional growth and development.</p> <p>4.3 Demonstrates awareness of strengths, weaknesses and professional skills – offering only those services for which the psychologist is trained.</p> <p>4.4 Demonstrates sensitivity, knowledge and skills to work with individuals and groups from a variety of racial, cultural, ethnic, experiential, special needs, social/economic and linguistic backgrounds.</p> <p>4.5 Advocates and supports conclusions that are in the best interest of the student.</p> <p>4.6 Works as a positive role model for expected workplace behavior.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>5 – INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL</b></p> <p>5.1 Serves as a resource to other staff and parents in matters regarding students with special needs.</p> <p>5.2 Works cooperatively with staff, parents, and students in the ongoing process of planning specialized programming for students.</p> <p>5.3 Facilitates positive relationships between students, educators, parents and community services.</p> <p>5.4 Demonstrates sensitivity, knowledge and skills to work with individuals and groups from a variety of racial, cultural, ethnic, experiential, special needs, social/economic and linguistic backgrounds.</p> <p>5.5 Works effectively with others at an individual, group and systems level; including students, parents, school personnel, &amp; outside agencies.</p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>

<p><b>5.6</b> Develops positive and appropriate rapport with students.</p> <p><b>5.7</b> Consults and collaborates with staff to establish and maintain student motivation, maximize achievement, and plan instructional activities so that all students have the opportunity to earn recognition for effort and accomplishment.</p> <p><b>EVIDENCE:</b></p>	
--	--

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**Section 8.2.7.2.** The employee shall sign the final observation and evaluation (Summative Track Evaluation) report to indicate that the employee has received a copy of the evaluation section and a conference was held. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the final evaluation. Within five (5) days of the conference, the employee may submit signed comments concerning the employee's evaluation report. These signed comments shall be made a part of the official observation and evaluation report.

**Definitions:**

<sup>1</sup>Proficient-the psychologist has mastered all of the indicators of the evaluative criteria and has been a model of superior performance.

<sup>2</sup>Satisfactory-the psychologist is successful in meeting the indicators of the evaluative criteria.

<sup>3</sup>Needs Improvement-the psychologist has room for improvement to consistently meet the indicators of the evaluative criteria.

<sup>4</sup>Unsatisfactory-the psychologist is not successful in meeting the indicators of the evaluative criteria.





## EVALUATION SUMMARY

**P: PROFICIENT<sup>1</sup>   S: SATISFACTORY<sup>2</sup>   NI: NEEDS IMPROVEMENT<sup>3</sup>   U: UNSATISFACTORY<sup>4</sup>**  
*\*Ratings in the NI and U categories must be substantiated by comments and suggestions for improvement.*

CRITERIA AND INDICATORS	RATING
<p><b>1 – KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD</b></p> <p>1.1 SLP provides a program of services consistent with IEP goals and objectives.</p> <p>1.2 SLP makes learning meaningful resulting in a positive impact on student achievement.</p> <p>1.3 SLP develops appropriate group and/or individual activities to meet diverse needs of students in a variety of ways.</p> <p>1.4 SLP links learning to students’ prior knowledge and experiences.</p> <p>1.5 SLP uses a variety of techniques such as providing examples, sharing visuals, and modeling to instruct students.</p> <p>1.6 The SLP monitors and adjusts instruction to facilitate student learning.</p> <p>1.7 SLP provides feedback to students in a constructive and timely manner.</p> <p>1.8 SLP paces activities within a session to ensure suitability for all students.</p> <p>1.9 SLP gives directions in a clear, concise manner.</p> <p>1.10 SLP effectively uses allocated instructional time.</p> <p>1.11 SLP administers and interprets standardized evaluations and diagnostic procedures that identify specific speech and language skills of children.</p> <p>1.12 SLP integrates technology to support teaching and learning as appropriate.</p> <p>1.13 SLP adapts and modifies instruction/care to accommodate IEP’s and 504 plans</p> <p>1.14 SLP demonstrates the ability to integrate the therapy program into the student’s total educational program where appropriate.</p> <p>1.15 Implements state and federal regulations according to district policies and procedures.</p> <p>1.16 Demonstrates knowledge about validity and reliability of the instruments and techniques used.</p> <p>1.17 Demonstrates knowledge of multiple assessment methods and interventions.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>2 –MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT</b></p> <p>2.1 SLP maintains a record keeping system as required by law and district policy.</p> <p>2.2 SLP organizes and arranges the workplace to facilitate learning and minimizes disruptions in the learning environment.</p> <p>2.3 SLP develops classroom procedures that are clearly defined.</p> <p>2.4 SLP stays actively engaged throughout the instructional period.</p> <p>2.5 SLP aligns behavior expectations with existing classroom, building and district policies.</p> <p>2.6 SLP develops classroom routines that allow students to transition between learning tasks in an efficient fashion.</p> <p>2.7 SLP is attentive to classroom conditions that affect the health and safety of students.</p> <p>2.8 SLP encourages a climate for sharing ideas and feelings where students are valued, listened to, and responded to appropriately by teacher and peers.</p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>

<p>2.9 SLP is a positive role model for expected classroom behavior.</p> <p>2.10 SLP interacts positively with students by demonstrating such behaviors as mutual respect, sincerity, warmth, and humor while interacting positively with students.</p> <p>2.11 SLP creates an environment which provides privacy and protects student and family information as mandated by codes of ethics, federal and state regulations, and local school district policies.</p> <p>2.12 SLP identifies and utilizes appropriate equipment, plans, materials, and resource personnel to facilitate student achievement of goals.</p> <p><b>EVIDENCE:</b></p>	
<p><b>3 – SPECIALIZED SKILLS</b></p> <p>3.1 SLP actively participates in professional activities such as staff/department meetings, child study meetings, 504 meetings, and IEP meetings, etc.</p> <p>3.2 SLP enforces school rules and adheres to federal/state regulations, board policy, adopted curriculum, and established administrative procedures.</p> <p>3.3 SLP adjusts to changing conditions and unexpected situations in a professional manner.</p> <p>3.4 SLP is an advocate for equity, ethics, integrity, excellence, and respect for everyone in the educational community.</p> <p>3.5 SLP implements IEP and demonstrates a willingness to explore resources that align with the curriculum.</p> <p>3.6 SLP demonstrates, relates and applies knowledge, research findings, and theory of communication disorders to the development of a program of services.</p> <p>3.7 Demonstrates and applies knowledge of special education compliance procedures.</p> <p>3.8 Demonstrates awareness of personal and professional limitations and makes appropriate referrals.</p> <p>3.9 Develops interventions that are linked to assessment and are consistent with data collection.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>4 – THE SUPPORT PERSON AS A PROFESSIONAL</b></p> <p>4.1 SLP assesses professional performance and sets personal career goals.</p> <p>4.2 SLP demonstrates a willingness to learn and explore new instructional techniques.</p> <p>4.3 SLP demonstrates openness to suggestions for change and professional growth.</p> <p>4.4 SLP identifies professional development improvement activities and takes steps towards meeting those objectives.</p> <p>4.5 SLP participates in the development of the school improvement plan and SLP group goals and works towards the accomplishment of those goals.</p> <p><b>EVIDENCE:</b></p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>
<p><b>5 – INTEREST IN TEACHING PUPILS</b></p> <p>5.1 SLP sets high standards for all.</p> <p>5.2 SLP recognizes the unique and diverse characteristics of each student and is careful to counter potential inequities to avoid favoritism.</p>	<p>P <input type="checkbox"/> S <input type="checkbox"/> NI <input type="checkbox"/> U <input type="checkbox"/></p>





**MID-YEAR ASSESSMENT OF PROGRESS TOWARD GOALS**  
(Data may be attached)

Conference Date: \_\_\_\_\_ Initials \_\_\_\_\_ / \_\_\_\_\_  
Employee Evaluator

Teacher's Comments:

Evaluator's Comments:

**YEAR-END ASSESSMENT OF PROGRESS TOWARD GOALS**  
(Data may be attached)

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

Teacher's Comments:

Evaluator's Comments:

\_\_\_\_\_  
Signature of Teacher Date

\_\_\_\_\_  
Signature of Evaluator Date

For the \_\_\_\_\_ school year, the employee shall be on the following evaluation cycle:

- Formative Year 2     Formative Year 3
- or
- Cycle out to Summative for One Year     To Summative at Teacher Option
- Summative by Mutual Agreement
- or
- Other:

**APPENDIX O – Coaching Log**

**COACHING LOG – VERBAL REPRIMANDS**

<b>Date of Incident</b>	<b>Time</b>	<b>Verbal Reprimand/Issue</b>	<b>Date Discussed With Employee</b>	<b>Employee Initial</b>

## APPENDIX P – TPEP Fact Sheet

This fact sheet is not intended to replace contract language. Please refer to your CBA for more specific details.

- A. TPEP is for classroom teachers who provide instruction for 300 minutes per week or more to consistent groups of students. No ESA will be evaluated using this model. (8.1.2 and 8.8)
- B. If an employee disagrees with an evaluator’s decision to transfer the employee from Focused to Comprehensive, the employee may request an Alternate Review. (8.2.2.3)
- C. Student Growth Data: (8.2.6)
  - 1. Data must be from 2 points in time.
  - 2. No district wide averages may be used for evaluations.
  - 3. Evaluators must initiate a student growth inquiry within two months or at the beginning of the following year, whichever is later, if an employee on Comprehensive receives a low student growth score.
- D. There will be a Final Evaluation Conference between the teacher and evaluator. The teacher may attach any written documents or comments to the Final Annual Evaluation Report. (8.3.4)
- E. Employees on the Comprehensive Track shall receive their Final Annual Evaluation Report by May 15<sup>th</sup>. (8.3.4)
- F. Employees on the Focused Track receiving a cumulative score of less than 3 shall receive their Final Annual Evaluation Report by May 15<sup>th</sup>. (8.4.4)
- G. Employees on the Focused Track receiving a rating of 3 or greater may receive their Final Annual Evaluation Report by May 30<sup>th</sup>. (8.4.4)
- H. Principals shall promptly document the results of observations or a “series of observations.” The employee shall receive a copy of the documentation within 10 days after the document is prepared. (8.2.7.1)
- I. Before any teacher can receive a cumulative score below a 3, there will be at least one formal observation with a 30-minute duration followed by a post observation conference. (8.2.7.2)
- J. No electronic or mechanical recording devices may be used for evaluation without prior consent of the teacher. (8.1.7)
- K. Evidence: (8.2.9)
  - 1. Teachers/principals are not expected to submit artifacts or upload documents unless observations cannot demonstrate proficiency.
  - 2. Teachers will not be expected to provide portfolios.
  - 3. Conversations and observations are the primary means of collecting evidence.
- L. Pre and Post Observation Conferences: (8.2.8)
  - 1. There is no requirement for a pre-observation conference. (8.2.8.1)
  - 2. No form will be required prior to the post-observation conference. (8.2.8.2)
  - 3. The teacher may request an association representative of their choice at the pre and/or post conference. (8.2.8.4)
- M. A second year provisional teacher who receives a cumulative rating of 3 or 4 may be granted continuing status for the subsequent school year. (8.2.11)

## **APPENDIX Q – Sick Leave Cash Out**

### **Explanation of How Sick Leave Cash Out Is Calculated**

A part-time employee accrues and uses leave on a partial day basis in proportion to his or her full-time equivalency (FTE). For example, a .5 FTE employee accrues twelve half-days of sick leave per year under RCW 28A.400.300(2) and Section 7.1 of the collective bargaining agreement.

When an employee changes his or her contractual FTE status (increases his or her position from part-time to full-time status, decreases his or her position from full-time to part-time status, or changes the amount of part-time hours worked per day), the employee's accumulated sick leave balance is retained on an hour-for-hour basis, but the valuation of that balance in "days" is recalculated based on the employee's new daily FTE. For example, an employee who has accumulated 50 days of sick leave as a full-time employee at 7.5 hours per day and who subsequently changes to a half-time position (.5 FTE status) will retain 375 hours of sick leave in his or her new position, but those 375 hours will be valued at, or may be used for, 100 days of sick leave in the new position.

Upon separation from employment, an eligible part-time employee may receive remuneration for a maximum of 180 days of sick leave, with each day measured in accordance with the employee's FTE at the time of separation. For example, a .5 FTE employee may receive remuneration for a maximum of 675 hours of accumulated sick leave (180 days X 7.5 hours/day X .5 FTE).

Pursuant to state law and the collective bargaining agreement, an eligible employee receives remuneration for his or her accumulated sick leave on a "one for four" basis (or, stated another way, each hour is cashed-out at 25% of the employee's current hourly rate). For example, the maximum a .5 FTE employee may receive for his or her accumulated sick leave is \$186.75 (675 ÷ 4) multiplied by the employee's current hourly rate at the time of separation from employment.



## EXHIBITS

<b>Exhibit</b>	<b>Content</b>	<b>Page</b>
1	Form 376 Duty Verification	144

# Form 376 Duty Verification



## South Kitsap School District Personnel Services

2689 Hoover Ave SE  
Port Orchard WA 98366-3034  
(360) 874-7079 / (360) 874-7076 FAX

FORM 376

### DUTY VERIFICATION RECORD Supplemental Contract - Non-Time Driven Record

**Instructions:** The records requirements of the State of Washington as set out by the Auditor's Office specify that the District must maintain records of work completion for those employees who hold non-time driven supplemental contracts. Each person holding such a contract is required as a condition of the contract to complete the following duty verification records. This document is to be submitted at the end of the duty assignment.

For **coaches**, this would be at the end of the sport season for each applicable sport

For **department heads/advisors**, this would be at the end of the school/fiscal year

Failure to submit this time record, may result in a deduction of pay for the contract amount.

Employee's Name

Location

Contract Activity

(i.e., Department Head, Coach, Advisor)

Date Services Began

Date Services Ended

Print Form

The undersigned hereby testifies that this record is accurate and that the employee performed the services noted herein.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

Upon completion of this form, and employee and supervisor have signed, please return form to **Human Resources**.

## LETTERS OF AGREEMENT

<b>LOA</b>	<b>Content</b>	<b>Page</b>
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LETTER OF AGREEMENT  
 between  
 SOUTH KITSAP SCHOOL DISTRICT NO. 402  
 and  
 SOUTH KITSAP EDUCATION ASSOCIATION

**High School Schedule**

The South Kitsap School District (District) and South Kitsap Education Association (SKEA) agree to alter certain provisions of the current collective bargaining agreement for the duration of the current collective bargaining agreement:

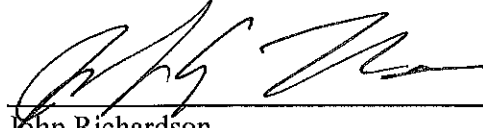
1. A full-time teacher at South Kitsap High School shall:
  - A. Be assigned to teach six (6) out of eight (8) class periods, with four (4) periods per day rotating on alternate days (an A/B schedule);
  - B. Have a planning period each regular school day;
  - C. Be assigned no more than five (5) preps, unless the teacher is teaching an elective subject with a large number of “singleton” class preps to maximize the teacher’s FTE;
  - D. Trigger an overload remedy under Section 6.3.2 of the collective bargaining agreement, plus one release day per month, for any English/Language Arts teacher or teacher of an Advanced Placement class in core academic subjects (English, Math, Science, Social Studies and World Languages), with a total student load of more than 165 students before triggering overload relief; no teacher shall have more than 175 students; and
  - E. For the purposes of overload triggers (Section 6.3.2 of the Collective Bargaining Agreement) for other classes, have up to a total student load of 186 students before triggering overload relief.
  - F. The provisions above are pro-rated for employees with a partial FTE.
  
2. For those employees working less than full-time at the South Kitsap High School, the full time equivalencies in Section 6.2 shall be modified as follows:


Number of Class Periods Taught	FTE	Total % and # of Hours of Workday to be Worked <i>(Excluding Lunch and Including Planning &amp; WAC Time)</i>
1	.1667	16.67 % / 1.25 hours
2	.3333	33.33 % / 2.5 hours
3	.5000	50 % / 3.75 hours
4	.6667	66.67 % / 5 hours
5	.8333	83.33 % / 6.25 hours

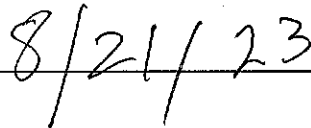
3. When the number of sections in a department exceed 80 (Section 9.3.1.4.1), that Department Head shall be released from teaching duties for .1667 FTE for the purpose of planning and coordinating department functions.
4. Payment for a zero-hour or an in-lieu of planning period contract (Section 9.3.2.5) at South Kitsap High School shall be at one-sixth (1/6) or .1667 FTE of the employee's full-time annualized salary amount, prorated for the time the services are performed.
5. The High School staff is currently investigating alternative class schedules which may change the equity of the numbers in the paragraphs above. If a proposal is made to change the 8 period A/B schedule, either the District or Association may choose to reopen the provisions of this letter of agreement and the sections of the CBA which are impacted by this letter of agreement. All provisions of the Collective Bargaining Agreement not impacted by the above amendments shall continue to be applicable to employees at the High School and Elementary.

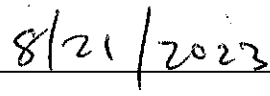
SOUTH KITSAP EDUCATION ASSOCIATION

SOUTH KITSAP SCHOOL DISTRICT

  
\_\_\_\_\_  
John Richardson  
SKEA Chapter President

  
\_\_\_\_\_  
Will Sarett  
Executive Director – HR

  
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Date

  
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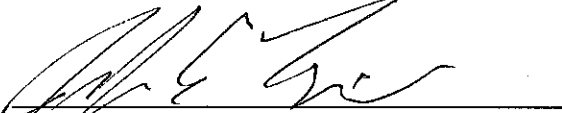
**LETTER OF AGREEMENT**

**Kindergarten Support**

- 1. Each Kindergarten teacher shall be compensated at per diem for actual hours of work outside the regular work day caused by or related to the administration of the WaKIDS assessment.
  - a. The hours compensated shall be no more than fifteen (15).
  - b. Teachers shall submit time sheets (form 78) for such hours.
  
- 2. The District will convene a committee of Kindergarten teachers to complete a program review of all-day Kindergarten.
  - a. The committee will outline a framework for a high quality, student-centered, research-based, developmentally appropriate, and balanced all-day Kindergarten that supports the development and success of the whole child.
  - b. The committee will identify the required and voluntary assessments aligned to the MTSS assessments. The purpose is to decrease the number of duplicative district assessments.

SOUTH KITSAP EDUCATION ASSOCIATION

SOUTH KITSAP SCHOOL DISTRICT



John Richardson  
SKEA Chapter President



Will Sarett  
Executive Director – HR

Date 8/21/23

Date 8/21/2023

LETTER OF AGREEMENT  
between  
SOUTH KITSAP SCHOOL DISTRICT NO. 402  
and  
SOUTH KITSAP EDUCATION ASSOCIATION

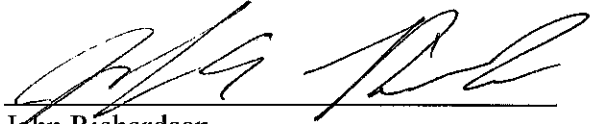
**Substitute Pay Rates**

The District and Union agree to modify Section 11.2.1 and 11.2.2 of the collective bargaining agreement, effective September 1, 2023. The sections will be amended to read as follows:

- 11.2.1. Full Day: \$200.00 per full-workday assignment.
- 11.2.2. Half Day: \$100.00 per full-workday assignment.

This letter of agreement will be effective through the remainder of the 2023-2024 collective bargaining agreement and will sunset on August 31, 2024.

SOUTH KITSAP EDUCATION ASSOCIATION      SOUTH KITSAP SCHOOL DISTRICT



John Richardson  
SKEA Chapter President



Will Sarett  
Executive Director – HR

8/21/23  
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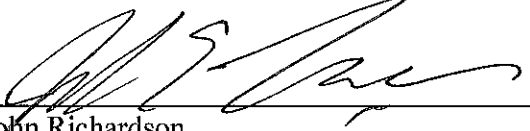
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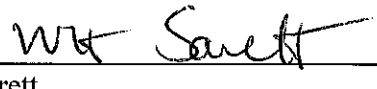
**Initiatives, Transparency and E-mail**

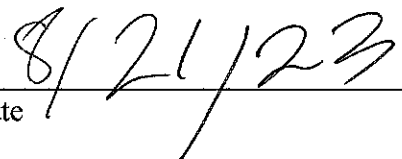
1. The District and Association are committed to mutual transparency and visibility with staff throughout the District. District administration will regularly be in all school buildings and be visible to staff. District administration will make themselves available to listen to staff in a more formal setting at least twice a year.
2. The District values open and consistent communication. The District will expect administrators to respond to emails and other forms of communication in a timely manner.
3. Prior to pursuing any District initiative or curriculum adoption, the District will assess readiness and capacity of staff for such new curriculum adoption or initiative. The District will share the evidence of readiness and capacity of staff with the Association and Communications Team prior to developing an implementation plan. The schedule for such adoptions and initiatives shall include time for building shared understanding of the need and content of the new curriculum or initiative. A copy of the timeline for the initiative or curriculum adoption shall be provided to the Association and shared with the Communications Team. This time also will be used to plan for implementation and to train and prepare staff for the implementation of the new initiative or curriculum. An initiative for the purpose of this paragraph is defined as an act or strategy intended as a system-wide improvement.

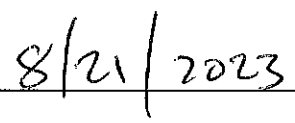
SOUTH KITSAP EDUCATION ASSOCIATION

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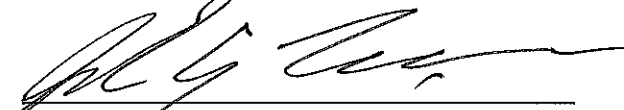
  
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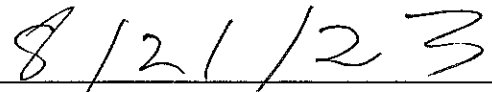
LETTER OF AGREEMENT  
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**MTSS Techniques for Behavior and Academics**

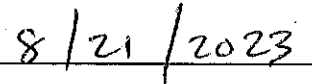
The District will continue to work through the Change Document (or other continuous improvement process) to lead certificated staff through creating a common vision, building a shared understanding, organizing, and planning for implementation, and finally implementing MTSS. A guide will be provided to teaching staff that includes concrete and practical techniques that can be used for academics and behavior. The District and Association leadership will meet twice a year to review MTSS implementation progress and the guide being provided.

SOUTH KITSAP EDUCATION ASSOCIATION    SOUTH KITSAP SCHOOL DISTRICT

  
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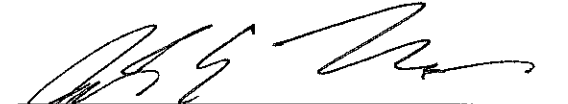
**IEP Meeting Time and Use of Subs**


The District and Association agree to pilot a new model for supporting IEP meetings at two elementary schools in the 2023-24 school year. Elementary school principal/special education teacher teams shall apply to participate in the 2023-24 pilot no later the September 15, 2023. The District and Association shall jointly select the two schools to participate in the pilot no later than September 30, 2023.

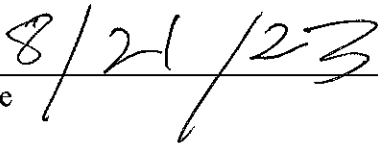
Schools selected to participate in the pilot shall be offered 6 substitute release days to use during the 2023-24 school year for IEP meetings. Such substitutes may be used to release special education and/or general education teachers to participate in IEP meetings during the student day.

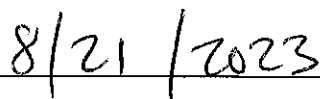
The District and Association shall review the results of this pilot in the spring of 2024 for continuation or change for the following school year.

SOUTH KITSAP EDUCATION ASSOCIATION    SOUTH KITSAP SCHOOL DISTRICT

  
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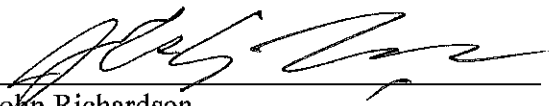
  
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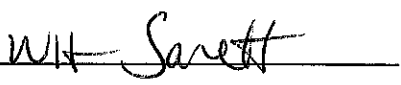
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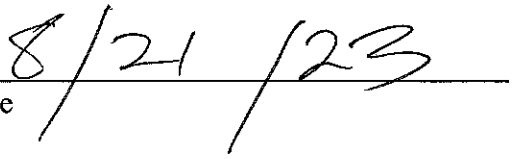
**T-19 Committee and Processing**

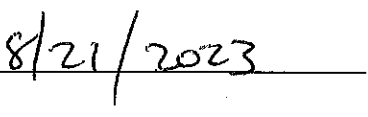
The special transportation request process requires information from non-supervisory certificated employees but could be redesigned to take less clerical time and effort from non-supervisory certificated staff. The District and Association shall appoint a committee to revamp the special transportation request process during the 2023-24 school year, design a more efficient process, and designate which position is responsible for each part of the process.

SOUTH KITSAP EDUCATION ASSOCIATION    SOUTH KITSAP SCHOOL DISTRICT

  
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**Counselor Evaluation**

Evaluation procedures should be a vehicle to recognize strengths and support growth for educators. The evaluation criteria in Appendix G does not necessarily reflect the current responsibilities of school counselors as adopted in the District’s comprehensive counseling plan developed pursuant to state law. The Association and the District agree to work collaboratively to develop more meaningful and job-specific components for counselors. The process for development, piloting, and implementation of meaningful, job-specific components for counselors will be as follows:

- A. Phase One: Criteria Development.** The District has been working with a committee of counselors on new evaluation criteria during the 2022-23 school year. This committee shall work with all District counselors on the new evaluation criteria (e.g., a crosswalk of new “look fors” with existing criteria and feedback on drafts through PLCs) during the 2023-24 school year and submit a proposed set of counselor specific components to the District Superintendent and Association President, or their designees, no later than the last day of the 2023-24 school year. The format of the new evaluation criteria must be transferable to other specialist groups who may be looking to update their criteria in future school years. The District and Association shall jointly determine whether the proposed counselor components will be piloted the following academic year or returned to the Committee for additional work.
- B. Phase Two: Pilot Year**
- 1. Pilot Participants.** If the District and Association determine that the proposed components will be piloted, then the Association and the District will work collaboratively to identify volunteers who are willing to pilot the components in Year Two. The parties will not select volunteers who an evaluator has identified as struggling under current evaluation criteria to participate in the pilot. In order to ensure that the pilot is effective in terms of vetting the components, the pilot group must include no less than 20% of the staff evaluated as counselors and must also be piloted across multiple sites and/or grade bands. To help meet these targets, staff who would normally be under a less comprehensive evaluation may “opt in” to the pilot year while still maintaining their “short form” status and will be rated with an overall performance rating of satisfactory.
  - 2. Committee Monitoring.** The counselor committee convened in Phase One will be asked to meet periodically throughout the pilot year to review data and anecdotal evidence about the piloting and potential implementation of the proposed components.

3. **Committee Report.** No later than June 1, 2025, the committee will submit a report and recommendation to the District Superintendent and Association President, or their designees, with one of the following four recommendations: (a) move forward the following year with the proposed set of subgroup specific components; (b) make modifications to the proposed set of subgroup specific components—with either an additional pilot year or moving ahead to implementation with the revised components; (c) pilot the modified components for an additional year; or (d) add an additional year of work by the committee on the components before further piloting or implementation. The District and Association will jointly determine how to proceed on the recommendation.

C. **Phase Three: Implementation Year.** When the District and Association have agreed that they are ready to implement the new counselor specific components, then those components will be used for evaluations covered under Article 8. At the end of the first implementation year the counselor committee will meet to review the evaluation process for the year and consider any changes to be recommended to the District and Association leadership.

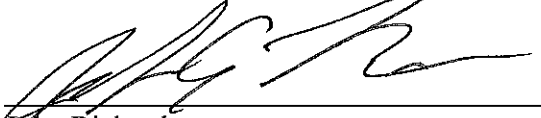
D. **Future Work.** The counselor evaluation LOA above will be used as a model for other positions for which evaluation frameworks will be developed/reviewed, piloted, and implemented as follows:


- Nurses, beginning in the 2024-25 school year.
- Instructional Specialists, beginning in the 2025-26 school year.

The schedule for developing/reviewing evaluation frameworks for other positions (e.g., Title/LAP, Librarians, elementary PE, elementary music) shall be revisited by the parties in 2026. Until such time as the evaluation frameworks is developed or reviewed in accordance with the process above, employees in these positions shall continue to be evaluated under the summative/formative process and existing evaluation criteria in the CBA.

SOUTH KITSAP EDUCATION ASSOCIATION

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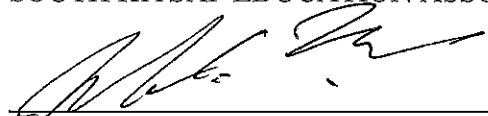
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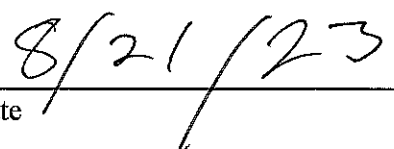
**Video Cameras**

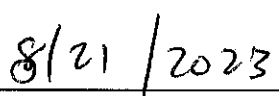
The District will permanently remove the video camera from the Olalla gym no later than the first day of the 2023-24 school year.

SOUTH KITSAP EDUCATION ASSOCIATION    SOUTH KITSAP SCHOOL DISTRICT

  
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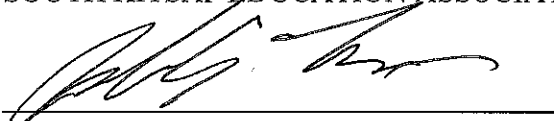
  
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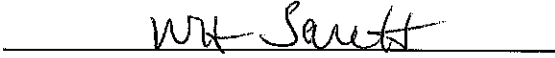
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**Alternative Calendar Model**

The superintendent of South Kitsap School District and president of South Kitsap Education Association will jointly create a committee of stakeholders to create alternative calendar models with the goal of minimizing student learning loss, student burnout, and staff burnout. These models will be presented to the South Kitsap School Board and the South Kitsap employee unions by June 30th, 2024. It is understood by both parties that there may be bargaining implications due to a change in the calendar.

SOUTH KITSAP EDUCATION ASSOCIATION    SOUTH KITSAP SCHOOL DISTRICT

  
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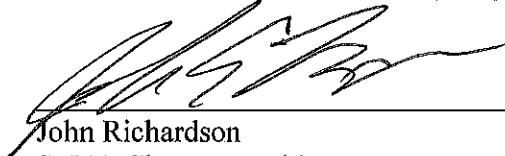
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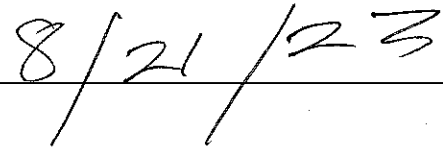
**Occupational Therapists & Speech and Language Pathologists Staffing Models.**

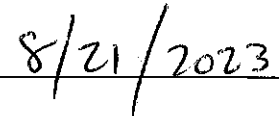
When the occupational therapists or speech and language pathologists are staffed at least at 90% of their allocated staffing, the District and Association will jointly create a workload staffing model for the group that is at 90% of their allocated staffing. This work will be duplicated when the second group reaches 90% of their allocated staffing. The goal of the model will be to balance workload more accurately amongst staff.

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