North Kitsap School District and North Kitsap Education Association

Collective Bargaining Agreement

2026-2029

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PREAMBLE

The employer, as herein defined, has a statutory obligation, pursuant to the Education Employment Relations Act, Chapter 288, Laws of 1975, First Extraordinary Session, to bargain with the Association as the sole and exclusive representative pursuant to Article I of this agreement regarding hours, wages, terms and conditions of employment.

In consideration of that obligation, this agreement is by and between the North Kitsap School District No. 400, hereinafter called the "employer" and the North Kitsap Education Association, hereinafter called the "Association." The term "employer" used hereinafter shall mean the board of directors or its lawfully delegated representative(s).

RECOGNITION CLAUSE

The bargaining unit members shall consist of all certificated personnel regularly employed by the District, whether under contract or on leave, except the superintendent and certificated administrators. Certificated employees who are substitute teachers shall not be included within the bargaining unit until the 21st consecutive day.

Substitute certificated employees employed pursuant to RCW 28A.405.900 by the North Kitsap School District in excess of 20 consecutive work days or 30 non-consecutive work days in the same school year are regular part-time employees of the North Kitsap School District.

Beginning with the 21st day and for the duration of the assignment, such substitute certificated employees shall be included in the appropriate bargaining unit for which the North Kitsap Education Association is recognized as the exclusive bargaining representative.

Substitutes serving 20 consecutive work days shall be covered by only the following provisions of the negotiated agreement:

A. Sick leave will be pro-rated to one and one-third (1-1/3) days per each 20 consecutive FTE (full-time equivalent) working days and these days shall be non-continuing and non-accumulative beyond the specified assignment period;

B. Salary as per negotiated salary schedule;

C. Insurance benefits consistent with Article XIII, Section 9; and

D. Articles I, II, III (Sections 1 & 3), IV, V, VII, VIII, IX.

Substitutes serving 30 non-consecutive days will not:

A. be subject to NKEA, WEA or NEA dues;

B. receive sick leave or insurance benefits; or

C. be subject to Articles I, II, III (Sections 1 & 3), IV, V, VII, VIII and IX.

ARTICLE I – DURATION

This agreement will become effective September 1, 2026, and shall remain in full force and effect until August 31, 2029.

ARTICLE II – SCOPE OF AGREEMENT

Section 1. Past Practice Clause

The employer agrees that no new policies, practices, customs or conditions affecting employee wages, hours, terms and conditions of employment shall be put into effect during the life of this agreement unless such policy, practice, custom or condition has been agreed upon during negotiations with the Association.

Section 2. Maintenance of Standards

This agreement shall supersede all written or oral rules, regulations, policies, resolutions or practices of the employer which shall be contrary to or inconsistent with its terms.

All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, preparation and relief period, leaves and general teaching conditions shall be maintained at not less than the highest minimum standards in effect in the District at the time this agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of the agreement. This agreement shall not be interpreted or applied to deprive teachers of professional advantages that affect hours, wages, terms and conditions of employment heretofore enjoyed unless expressly stated herein. This agreement expressed herein in writing constitutes the full and complete agreement between the employer and the Association.

Section 3. Contract Compliance

All individual employee contracts shall be subject to and consistent with Washington state laws, the terms and conditions of this agreement and board policies which do not affect hours, wages, terms and conditions of employment. Any individual employee contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent agreements within the contract year between the employer and the Association.

Section 4. Conformity to Law

The employer and the Association agree that this contract shall be binding on both parties except that if any section or provision is, or shall be, contrary to law, then such sections or provisions shall not be applicable, performed or enforced, except to the extent permitted by law. The remainder of this contract shall not be affected hereby, and the employer and the Association shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s).

Section 5. Distribution

Within 5 calendar days following ratification and signing of this agreement, the contract shall be made available on the NKSD web site. In addition, one hard copy will be distributed to each building/site for

the office and one copy shall be delivered to each NKEA building representative within 10 calendar days following ratification and signing.

The cost of printing and distributing this agreement shall be shared by the parties. The style and format of the agreement shall be agreed upon between the employer and the Association.

Section 6. Subcontracting Clause

The employer shall not subcontract any work with individuals who are not members of the bargaining unit. This section shall not prevent any subcontracting with another state-supported education institution.

The employer agrees that any job title or position not currently included in, or specifically excluded from the bargaining unit must be subject to negotiation between the Association and the employer to determine whether such position or job title should be included in the bargaining unit or if no agreement can be reached by the parties, the Association shall have the right to petition the Public Employees Relations Commission (PERC) Olympia for a unit clarification of the dispute.

The employer agrees that no administrative duties shall be added to any position within the bargaining unit which has the effect of removing such position from the bargaining unit without prior negotiations and agreement with the Association.

Section 7. Agreement Administration

At mutually agreeable times the superintendent of schools and the president of the Association may meet to discuss items of concern regarding the interpretation or administration of this agreement. Such meeting shall be on an informal basis and shall be for the purpose of improving employer-employee relations.

The District and Association will jointly proof the Agreement prior to signing to confirm the document accurately reflects the tentative agreements reached by the parties. The District and Association bargaining teams shall also meet annually prior to April 1 to review all current letters of agreement (LOA) and memorandums of understanding (MOU) to confirm which ones continue, expire or need amendment.

Section 8. Hold Harmless Clause

The Association will indemnify, defend and hold the District harmless against any employee claims, and any employee suit instituted against the District on account of any deduction of any Association dues or representation fees.

ARTICLE III – PERSONNEL

Section 1. Personnel Interviews

In the process of hiring and/or assigning teachers and/or administrators, department heads or teachers with whom a candidate may be working will assist in the interviewing process and give input to the administrator responsible for making the selection.

If the District intends to make contingent job offers at a career fair without site-level interview teams, the District will use a District-wide interview team which includes two to four employees in lieu of a building-level interview team. The District-wide team will be jointly selected by NKEA and the District, and have employees familiar with the type of positions that are open. Principals and program administrators will seek input from department heads or employees with whom a candidate may be working prior to hiring at a career fair. Contingent job offers under this paragraph will be made only for vacancies that have been previously made available to employees for in-district transfers unless the contingent job offers are for hiring into a pool without specific building assignments. Assignments for employees hired into the pool will not be determined until after completion of the voluntary transfer window. In cases of job fairs for which costs and time make a district-wide interview team impractical, the District and Association may agree to allow contingent offers without the team described in this paragraph.

During any vacation period, the administrator responsible shall make an effort to reach such employees, if available, provided that such employee has left the employee's telephone number with the appropriate administrator.

Section 2. Assignment & Reassignment

The contracts of employment shall state the type and FTE of the position. Employees shall be assigned by the District to best fit the needs of the District, subject to the rules and regulations of the State Board of Education and this agreement. Before the end of the school year, the building principal shall verbally notify each employee of that employee's tentative assignment for the following school year.

The District and Association believe in the importance of a well-rounded education and equitable opportunities for all students. In order to support the integrity of strong instructional program offerings, the District will try to avoid assignments split between two school buildings for employees other than special education ESAs. When an assignment split between two buildings is proposed, the Association President or designee will meet with the building administrators and the District's Human Resources administrator or designee to consider options and plans which support high-quality experiences for students and staff. The Human Resources director shall determine the final assignment and plan for support.

Section 3. Voluntary Transfers: Philosophy

The North Kitsap School District administration and teachers agree that it is both efficient and serves the best interests of students, teachers, and the District to provide for in-district professional transfers. They also agree that transfer preference is appropriate when the individual has demonstrated the individual's qualifications for job postings. All staff are encouraged to consider transfers and changes of assignment for the purpose of professional growth and individual development. In the same sense that change is healthy, building teams, principals, and supervisors will be open to accepting and supporting those who transfer into a new situation so that all parties (students, parents, and staff) benefit from the transition.

A. Eligibility. Certificated staff seeking a voluntary transfer must meet the following eligibility criteria:

    1. Appropriate state teaching certificates and endorsements;

2. Successful experience as evidenced by satisfactory evaluations on the previous year's and current year's job evaluations (an overall "proficient" rating for a classroom teacher except where otherwise agreed by the District and Association);

3. Willingness to access current job openings through the job line or web site.

B. Process. Retirements, resignations and requests for leaves of absence will be solicited by Human Resources no later than March 15 of each year, after which time the following voluntary transfer process is implemented:

1. Re-assignments. Positions available for in-building reassignments will be announced to building staff. The principal will re-assign qualified in-building staff.

2. In-district transfers.

a. After retirements, resignations and requests for leaves of absence have been solicited and prior to June 1 each year, each certificated staff member requesting a transfer will have on file in Human Resources a letter of interest. The hiring team will select a fully qualified candidate from the pool of transfer applicants.

b. When it has been determined that a current employee does not qualify for a transfer, the employee will be informed as to the reasons for denial.

c. After June 1, all position openings become regular vacancies and are covered under Section 4 below. Current employees may apply for any vacancy hiring teams are encouraged to consider in-district candidates after June 1.

Section 4. Vacancies

A. The employer shall publish a written notice of any vacancy in a professional position in the North Kitsap School District. The notice shall be delivered to the Association and copies of the notice shall be posted, minimally, in every school building, NKSD web site and job line. The position may be posted on external sites at the same time. No vacancy shall be filled until notice of such vacancy has been posted for at least five (5) working days.

B. The qualifications, duties, salary and other pertinent information shall be set forth in notices of vacancies. Qualifications shall be defined as the criteria stated in the job announcement which will include, but not be limited to, educational training and certification, education employment experience, related employment experience, student support activities and educational program needs, if known at the time.

C. The District will hire qualified applicants with appropriate endorsements for ESA positions, whenever possible.

D. The District will post vacancies that remain unfilled by more than one month on external sites that target the audience of potential applicants.

E. A vacancy of .2 FTE or less of non-continuing time will be announced within a building for at least five (5) days and offered to a qualified candidate before posting. NKEA members may apply through an expedited process that only requires a letter of interest. If there are two or more qualified candidates expressing interest within the building, interviews will be held in accordance with Section 1 above.

F. A vacancy of .2 FTE or less of continuing time will be posted with a preference for NKEA members, and NKEA members may apply through an expedited process that only requires a letter of interest.

Section 5. Involuntary Transfer

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 within a building, program or curriculum area, or because of the loss or reconfiguration of a program it may be necessary to involuntarily transfer employees. Therefore, the District and Association agree to the following:

A. When an involuntary transfer is being considered, principals at the impacted school(s) or program(s) will meet with a designee from Human Resources and a designee from the Association to identify all possible options which could be made available to employees at the impacted school(s).

B. When an involuntary transfer is necessary, a teacher will only be transferred into a position for which the teacher has the required certificate and endorsement. Prior to an involuntary transfer being effected, the District must first ask for volunteers who are willing to be transferred into one of the positions identified in (a) above. The qualified volunteer will be transferred unless there is an overriding program need identified in writing to the Association.

C. If a qualified volunteer is not selected, the qualified employee with the least seniority in the primary or intermediate level at the elementary building, secondary content area, or special program shall be involuntarily transferred unless there is an overriding program need identified in writing to the Association, or unless the least senior employee was transferred during the current or previous two (2) school years.

D. As soon as possible after the need for an involuntary transfer is determined, the personnel administrator will meet with the employee, at which time the employee will be notified of the reasons for the transfer and will be informed of all vacancies known at the time the transfer decision is being made as identified in (a) above. Employees shall indicate their preference of assignment. Such preferences will be honored in order of seniority. In no event shall an employee be involuntarily reassigned or transferred with less than five (5) working days' notice.

The employee will, after all parties involved have been contacted, in a timely fashion, be given written notification of the final reassignment decision, with a copy forwarded to the Association.

E. No such transfers or assignments will be made arbitrarily. The District will afford employees the right to return to employment with the school from which they were involuntarily transferred

should openings for which they have the appropriate credentials and certification become available prior to the commencement of the transfer assignment.

F. Only when absolutely necessary shall involuntary transfers be effectuated subsequent to the May immediately preceding the school year in which the transfer is to become effective.

G. An employee who is involuntarily transferred (or volunteers under paragraph b above) will be compensated for documented moving time up to four (4) days at their per diem rate. Moving supplies will be provided and the employee's materials will be moved in a timely manner. An employee who is involuntarily transferred during the school year shall be given release time of at least two (2) days prior to the starting date of the involuntary transfer for the purpose of preparing for the transfer.

H. In the event of the reconfiguration of grade levels, school boundary adjustments and closure or opening of a new school facility, the District and Association shall meet to negotiate the procedural steps to be taken.

Section 6. Mentor Teacher

A. Funding and Availability

1. Subject to funding, NKEA members who qualify in accordance with the BEST Grant will have the opportunity to work with a Mentor. In addition to the mentor stipend funding, the District will make $1,000 per eligible member available for a Building Support Person or other costs as proposed by the Mentee and Mentor and approved by the program director. Options and resources shall be communicated during orientation.

2. Participation as a Mentee, Mentor, or Building Support Person is voluntary at the member level. If a Mentee declines an initial opportunity to be assigned a Mentor or Building Support Person, the District may continue to offer support, however a Mentor or Building Support Person may not be available at a later date.

3. The Mentor, Mentee, and Building Support Person shall not participate in or contribute to the District performance evaluation of each other.

4. New employees in positions that require educational staff associate (ESA) certification shall be included in the planned support from the Mentors and Support Persons in this section.

B. Mentoring

1. Compensation

Mentors will be compensated with a stipend identified in Appendix C for duties, meetings, and tasks related to mentoring support, as defined in the BEST grant requirements. Mentors may be paid at their per diem rate for work beyond 50 hours per year as mutually agreed by the Mentor and the District BEST Grant coordinator. Mentors will be compensated at the standard mileage rate for travel to and from required and approved activities. Compensation will be prorated for mentoring assignments that are shortened due to a late hire, new assignment, or terminated Mentor/Mentee arrangement.

2. Mentor Selection

Whenever possible, the input of the Mentee will be honored when assigning Mentors. The selection committee for Mentor assignment will consist of the District BEST Grant Coordinator and the NKEA President, or designee. Building principals and Mentees will participate in the process if they so desire. Mentors will be from the same job site as Mentees unless there are compelling reasons, which may include Mentor availability. Mentors should be assigned at, or shortly after new educators are hired, and prior to beginning their assignments.

Should any problem arise between the Mentor and the Mentee, the building principal and Association representative will facilitate resolution of these difficulties. Should the problems between the Mentor and the Mentee become unresolvable, the building principal may terminate the arrangement. At any time in the process the Mentor and/or the Mentee shall have the right to refuse the appointment or to end the involvement voluntarily. Should an arrangement be terminated for any reason, the original process shall be followed to select a new Mentor if possible.

C. Building Support Person

1. Compensation

The Building Support Person will be compensated with a stipend identified in Appendix C for support which is more specific to logistical concerns at the building level and is distinctly different from the coaching support provided by the Mentor. Tasks may include, but are not limited to:

- Provide supports specific to building systems.
- Be a go-to person for small issues, questions.
- Provide assistance and guidance for use of technology such as classroom website design and electronic record keeping programs, following initial training provided by school or District.
- Time spent within the workday that supplants other duties normally performed during that time.

The Building Support Person may be paid at their per diem rate for work beyond 12 hours per year as mutually agreed by the Building Support Person and the District BEST Grant coordinator. The Building Support Person will be compensated at the standard mileage rate for travel to and from required and approved activities. Compensation will be prorated for Building Support assignments that are shortened due to a late hire, new assignment, or terminated Building Support Person/Mentee arrangement.

2. Building Support Person Selection

Whenever possible, the input of the Mentee will be honored when assigning a Building Support Person, including the selection of a specific individual. An individual can be both a Mentor and a Building Support Person for a mentee.

Should any problem arise between the Building Support Person and the Mentee, the building principal and Association representative will facilitate resolution of these difficulties. Should the problems between the Building Support Person and the Mentee become unresolvable, the principal may terminate the arrangement. At any time in the process the Building Support Person and/or the Mentee shall have the right to refuse the appointment or to end the involvement voluntarily. Should an arrangement be terminated for any reason, the original process shall be followed to select a new building support person if possible. A Building Support Person should be assigned at, or shortly after new educators are hired, and prior to beginning their assignments.

D. Mentees and New Employees

1. Effort will be made to minimize requirements for additional time commitments for Mentees, however certain activities such as meetings following observations or scheduled conversations with Mentors may occur. Mentees will be paid up to 8 additional hours at their per diem rate per year for actual time spent outside of the work day or during planning periods to work with their assigned Mentor. Mentees may be paid up to an additional 8 hours at their per diem rate per year for actual time spent outside of the work day or during planning periods to work with their assigned Building Support Person. Additional paid time may be provided in some circumstances, as mutually agreed by the Mentee and the District BEST Grant Coordinator. Mentees will be compensated at the standard mileage rate for travel to and from required and approved activities.

2. First-year educators and other staff members new to the District will be compensated at their per diem rate for participation in an instructional orientation and/or individualized assistance prior to the start of school.

Section 7. Teacher on Special Assignment (TOSA)

A Teacher on Special Assignment (TOSA) is defined as a certificated staff member temporarily assigned to an alternative position while remaining a part of the Association. Individuals will be entitled to all contractual rights and economic provisions of the collective bargaining agreement. The following conditions will be met:

A. Before each TOSA position is offered, a discussion will be held with the Association explaining the need and duration.

B. If the TOSA is a building specific position, notice will be posted at the worksite prior to district-wide posting.

C. Job duties, requirements, and duration will be part of the posting.

D. A certificated staff member accepting a TOSA position will retain all seniority rights for return to the employee's former position upon completion of the assignment.

E. TOSA positions will not reduce the annual school certificated staffing allocation.

F. The District's goal will be to hire the best qualified applicant, including internal applicants, whenever possible.

G. If the primary purpose of a TOSA is to provide school building administrative assistance to a building principal, an annual stipend will be paid in the amount of $4,500 per FTE.

Section 8. Teacher-Librarians

A. Teacher-librarians must have a Library Media Endorsement or equivalent. If a teacher-librarian does not have the required endorsement at the time of hire, the employee will have three (3) years to secure the required endorsement.

B. Role of Library Media Specialist

Serve as an instructional leader, create and maintain effective learning environments, teach information literacy, provide reading advocacy, serve as a collaborative resource to teachers, staff and administrators, and act as an information manager for print and digital resources within the District in alignment with NKSD Strategic Plan. This provision is not intended to be a replacement for the District job description for the position.

C. Library Media Specialist Staffing and Supports

Library Media Specialists shall be provided an average of at least 150 minutes per week per FTE for library program administration. This time shall be designated on master schedules, although Library Media Specialists may use their program administration time flexibly at their discretion to fulfill any of their required job responsibilities including but not limited to collection development, instructional support, materials management, lesson planning, and collaborating with other staff. The time shall be in blocks of no less than 30 minutes.

The scheduling of secretarial support for libraries will be done with input from Library Media Specialists on when such time can be most helpful to support the functions of the school library.

If a Library Media Specialist is part of a building-wide supervision schedule with an assignment outside the library, the library will be closed during the time the Library Media Specialist is absent from the library (assuming classified support is not keeping the library open). Similarly, if classified support is not available during planning time, program administration time, or Library Media Specialist's duty-free lunch, the Library Media Specialist shall not be expected to keep the library open.

D. Library Media Building Budgets

The school library remains a critical resource for educating students in the North Kitsap School District. Annually, the principal at each school shall consult with the teacher-librarian assigned to the school regarding the amount within the building budget that will be provided the following school year for library materials and supplies, including funds for the repair, replacement or purchase of new books or other library media. This input will be shared with any site-based leadership team. The principal and librarian shall also consider resources provided centrally by other District budget allocations when considering the amount provided within the school budget.

E. Each elementary library serving more than 400 students (as measured on the September count date for state apportionment) will be provided an additional one (1) hour per day of staffing

support (of a type determined at the building level) in addition to 1.5 hours out of the classified staffing in Article VII, Section 7.

Section 9. Counselors

A. Elementary school counselors will have a caseload of 425 students per 1.0 FTE. Middle school counselors will be staffed at 325 students per 1.0 FTE. High school counselors will be staffed at 300 students per 1.0 FTE.

* At the elementary level, the District will provide 0.2 FTE counselor support for every 85 students above the stated caseload. The middle level will be provided a 0.2 FTE counselor support for every 65 students above the stated caseload. The high level will be provided a 0.2 FTE counselor support for every 60 students above the stated caseload.

**Subject to continued EP&O levy funding.*

B. Counselors shall be paid $40.00 for each timely completed and compliant 504 plans developed or managed during the school year.

ARTICLE IV – EMPLOYER - EMPLOYEE RIGHTS

Section 1. Non-Discrimination Clause

There shall be no discrimination with respect to the employment of any employee because of the employee's age, sex, marital status, race, creed, color, national origin, gender expression or identity, sexual orientation, religion, private life that does not affect work performance, domicile, legal political activity, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal; provided that in regard to such disability the employer can consider bona fide occupational qualifications for any positions that must be satisfied by each employee.

The Association agrees not to discriminate against any of the teaching staff, administrative staff or board of education with respect to age, sex, marital status, race, creed, color, national origin, gender expression or identity, sexual orientation, religion, private life that does not affect work performance, domicile, legal political activity or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal. This shall not be interpreted as eliminating the Association or individual teacher's rights from the political process.

Section 2. Non-Restriction of Rights

Nothing contained herein shall be construed to deny or restrict to any employee those rights the employee may have under applicable laws, rules or regulations either prior to the effective date of this agreement, during the duration of this agreement, or after the expiration date of this agreement.

The rights recognized hereunder shall not be exclusive, but are in addition to those provided elsewhere.

Section 3. Rights of Employees in the Bargaining Unit

The employer and the Association shall not interfere with, restrain, coerce, discriminate against or prevent any employee from exercising the employee's legal right to organize, join and support the Association, or not to do so.

Section 4. Just Cause

No employee shall be disciplined without just cause. There are seven tests for just cause. They are:

A. Did the employer give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?

B. Was the employer's rule or managerial order reasonable related to the orderly, efficient and safe operation of the employer's business?

C. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate a rule or order of management?

D. Was the employer's investigation conducted fairly and objectively?

E. At the investigation, did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?

F. Has the employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?

G. Was the degree of discipline administered by the employer in a particular case reasonably related to:

1. the seriousness of the employee's proven offense; and,

2. the record of the employee in the employee's service with the employer?

Section 5. Due Process

A. It is expressly understood that the employer will follow a policy of progressive discipline. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

B. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing, upon written request of the employee.

C. If an employee receives a disciplinary notice and if such employee goes for one (1) year without further discipline, the employee shall upon request be furnished a follow-up notice to this effect with a copy of such notice placed in the employee's personnel file.

D. Any complaint made against an employee by any parent, student, or other non-District personnel will be called to the attention of the employee within a reasonable amount of time before any disciplinary action is taken. Any such complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

E. Any employee shall be entitled to have present, a representative of the Association at the time such employee is confronted with charges which may result in a written reprimand or suspension

without pay or discharge. When a request for such representation is made, no questioning or disciplinary action shall occur until such representative of the Association is present. Further, in the event disciplinary action is to be taken, the employee shall be advised of the right to representation prior to the action being taken.

F. Letters of direction are written communications to direct future actions of employees, are not disciplinary in nature, and are intended to inform the employee's understanding of the District expectations. Letters of direction will be placed in building files and not in the employee's personnel file. Other disciplinary notices issued to the employee will be placed in the personnel file. After one (1) year of receiving a letter of direction, and the employee has not repeated the conduct that resulted in the letter of direction, the employee may request a notice to this effect be placed in the building file.

Section 6. Academic Freedom

Academic freedom shall be guaranteed to all certificated staff; and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning human society, the physical and biological world and other branches of learning, subject to the limitations stated herein. The right to academic freedom herein established shall include the right to support or oppose political causes and issues outside of the normal classroom activities. Academic freedom includes a commitment to the democratic tradition, a concern for the welfare, growth and development of children and an insistence on objective scholarship. Accordingly, the board and the Association agree as follows:

A. The board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment and that the teacher alone cannot be held accountable for aspects of the academic achievement of the pupil in the classroom; and,

B. no mechanical or electronic device shall be installed in any classroom or brought in on a temporary basis which would allow a person to be able to listen or record the procedures in any class, except by permission of the teacher.

Academic freedom must be exercised consistent with the curriculum of the District. Teachers shall take into account the relative immaturity of their students and the need for guidance and help in studying controversial issues.

Teachers shall use prudent professional judgment in planning the inclusion of controversial issues or resources in classroom presentations. The foregoing matters shall be discussed with the teacher's building principal. Guest speakers and their materials shall be discussed with the teacher's building principal for approval.

The teacher's answer(s) to spontaneous classroom questions are subject to the same exercise of professional judgment; however, in such spontaneous situations prior discussions and approval are not required.

The presentation and discussion of controversial issues in the classroom shall be on an informative basis and shall endeavor to develop in students a willingness to examine all sides of an issue before drawing inferences or conclusions.

Section 7. Personnel Files

A. Personnel records which relate to an employee's character, conduct or competence may appear in an official personnel file maintained by the District's Human Resources Department, a working file maintained by a supervisor to assist in the preparation of evaluation reports or contract administration, or an investigative/legal file maintained by the District's Human Resources Department to defend the District from legal claims. No secret, duplicate, alternate, or other file for such personnel records shall be maintained by the District.

B. Employees or former employees shall, upon request, and in the presence of an administrator, have the right to inspect all contents of the files mentioned in subsection A above, as well as employment references transmitted by the employer. Upon request:

1. A copy of any document contained therein shall be afforded the employee at the employee's expense;

2. The superintendent or the superintendent's designee shall sign an inventory sheet to verify contents of the file at the time of inspection by said employee; and/or

3. An employee may be accompanied by an Association or other representative during this review.

A separate file for processed grievances, which shall be open for inspection by the teacher, shall be kept apart from the teacher's personnel file.

C. No evaluation, correspondence, or other material making any reference to an employee's or former employee's competence, character or manner shall be kept or placed in the personnel file or the supervisor's working file without the employee's knowledge. No such material that is of a derogatory nature and not shown to the employee within a reasonable length of time of its receipt or origin by the administration shall be placed in such file or allowed as evidence in any grievance or in any disciplinary action against such employee. The employee shall acknowledge that the employee has read such material by affixing the employee's signature and the date on the actual copy to be filed or a digital confirmation of receipt. Such signature does not necessarily indicate agreement with its content.

D. Any derogatory statements from non-District sources will only be placed in the personnel or working file after a thorough investigation has been made by the employee's supervisor or a District representative. If the facts of the statement cannot be substantiated then the material will not be included in the file. If the investigator determines the facts are substantiated then an account of their investigation and findings will be included with the statement.

E. An employee has a right to attach a rebuttal or other written comments to any document maintained in the personnel or working file.

Section 8. Personnel Insurance

The board agrees to purchase liability insurance as prescribed by law in RCW 28A.400.370 and RCW 28A.400.360.

Employee's personal property which is used directly in carrying out the instructional program will be covered against loss by theft or vandalism, up to $1,000 per year per employee. Any personal property to be provided this coverage must be approved and registered by the employee's principal or supervisor.

Section 9. Safe Working Conditions

A. The employer agrees to ensure safe and non-hazardous working conditions within the District's facilities. Further, the District agrees to comply with the health and safety regulations as required by all appropriate state and federal regulations.

In compliance with state law, the District will maintain a safety committee at each building to collect, review and address employee safety concerns. The Association will appoint members who will have a maximum term of one year, however, there is no limit on the number of terms that may be served. The Committee will elect a chair, maintain a meeting schedule with at least quarterly meetings, and post minutes to make them available to staff. Meetings must include discussions of the following:

1. Review of safety and health inspection reports to help correct safety hazards;

2. Evaluate health and safety investigations conducted since the last meeting to determine if unsafe situations were identified and corrected; and

3. Evaluate accident and illness prevention programs and discuss recommendations for improvement, if needed.

B. It is unlawful for any person, singly or in concert with others, to interfere by force or violence with any administrator, teacher, classified employee, or student of any common school who is in the peaceful discharge or conduct of such person's duties. It is unlawful for any person, singly or in concert with others, to intimidate by threat of force or violence any administrator, teacher, classified employee, or student of any common school who is in the peaceful discharge or conduct of such person's duties or studies. Any employee who feels verbally or physically threatened by a parent or patron shall report such threat in writing and seek assistance from their supervisor. The employee shall use reasonable professional judgment to avoid such threats including the possibility of requesting police intervention if necessary.

C. If an employee feels like the employee is being treated inappropriately by a parent or a student in a manner that interferes with the employee's ability to do the employee's job, then the employee should notify the employee's supervisor in writing. The supervisor will investigate the complaint consistent with any applicable board policy and provide a written response. If the issue is not resolved to the satisfaction of the employee, the employee will notify the Association President and the supervisor. The Association President and supervisor will discuss the issue, options and a decision for resolution. If the parties are unable to resolve the issue, they will involve the appropriate District level administrator for further assistance and a final District decision. The employee and the Association President will be made aware of that decision and will have the opportunity to continue to pursue the matter via the pre-grievance problem solving steps or the formal grievance procedure, if applicable.

D. Employees who are threatened with physical harm or otherwise harassed by any person or group while carrying out assigned duties shall immediately notify the Superintendent or designee and, if necessary, the appropriate law enforcement authority. This includes online threats, or any threatening/harassing communication through electronic text, photos or video. The District will confer with the employee and explore possible safety measures.

Section 10. Employer Rights

Notwithstanding any of the other provisions of this agreement, the board of directors and the Association jointly recognize that the board retains the exclusive right to formulate and implement policies and rules governing the educational programs and services of the District. The board retains the right to delegate such management rights to management personnel as appropriate.

Examples of such management rights and powers, provided merely for illustrations and not for purposes of limitation, include the right and authority to:

A. Hire, discipline, evaluate, discharge and non-renew members of the bargaining unit; and,

B. assign, re-assign, transfer and layoff members of the bargaining unit; and,

C. establish budgetary priorities that the board believes will best carry out the goals of the District; and,

D. establish curriculum standards relevant to the particular needs of the students or the characteristics of the District; and,

E. establish regulations for student suspension/discharge; and,

F. determine the safety, health and property protection measures to be implemented in the District; and,

G. determine the appropriate use of District facilities, property and materials; and,

H. determine the location of the schools and other facilities of the District, including the right to establish new facilities and to relocate or close old facilities; and,

I. determine all financial policies, procedures and regulations of the District, including the general accounting procedures and inventory of supplies and equipment; and,

J. determine the appropriate co-curricular and/or extra-curricular activities deemed necessary by the board for an effective, well-rounded educational program.

The foregoing enumerations of the rights, powers and authority of the board shall not be considered to exclude other rights, powers and authority not specifically set forth herein; and the enumerations set forth herein shall not prescribe the quality, nature, or characteristics of other rights, powers and authority not specifically set forth herein.

Notwithstanding, this section shall not be interpreted as contravening other rights and responsibilities expressly set out in this contract, and specifically those rights set out in Sections 1 and 2 of Article II. In addition, nothing in this section shall be construed as a general or specific waiver of Association or employee statutory rights.

Section 11. No Strike/No Lockout

The employer agrees not to lock-out members of the bargaining unit for the duration of this agreement and the Association and the members of the bargaining unit agree that there shall be no strike, work stoppage or slow-down for the duration of this agreement.

ARTICLE V – ASSOCIATION RIGHTS

Section 1. Access and Association Business

Duly authorized representatives of the Association and their respective affiliates, in accordance with building security procedures, 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. Association representatives shall suffer no intervention, undue delays or harassment by the employer's representatives while representing an employee or while on Association business, nor shall they cause intervention, undue delays or harassment to management while representing an employee or while on Association business.

Section 2. Association Negotiations

The Association negotiation bargaining committee may be released from their work station functions for the purpose of negotiations during the working day with the board or its designated representative. Association negotiators shall be released for purposes of negotiation without harassment, discrimination, coercion by building supervisors and without loss of pay and/or fringe benefits.

Section 3. Association Grievance Representatives

The Association grievance representative shall be recognized by the employer and the supervisory representatives in all of the employer's buildings and facilities.

Association grievance representatives shall have the right to present grievance to the employer or designated representative within the grievance representative's jurisdiction.

Section 4. Association Exclusivity

Throughout this agreement certain rights and functions are accorded and ascribed to the Association which are in addition to the rights and functions provided for in the rules, regulations, policies, resolutions and practices of the District. These rights and functions are afforded to the Association as the sole and exclusive bargaining unit representative for all employees covered under this agreement.

Section 5. Right of Association Consultation

The employer agrees to meet with the Association on a regularly scheduled basis or at such other times upon written request of the Association to discuss matters of mutual concern to the parties.

Section 6. Access to Employees and Employee Information

A. The Employer agrees to provide to the Association the name, home address, telephone number, work email, work location, date of hire and job title of each bargaining unit member at least once annually, and when requested by the Association. The District will submit the same information whenever a new bargaining unit member is hired into the District throughout the year within five (5) working days of hire.

The District must provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the employer and the exclusive bargaining representative. The District shall keep the Association updated on the schedule of employee orientations and any changes to that schedule as soon as possible.

1. No employee may be mandated to attend the meetings or presentations by the exclusive bargaining representative.

2. "Reasonable access" for the purposes of this section means:

   a. The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit;

   b. The access is for no less than thirty minutes; and

   c. The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the employer and the exclusive bargaining representative.

3. If the District holds or co-sponsors a job or benefit fair, the Association will be offered its own table or booth upon request.

B. The District will provide the Association with building directories for each building by October 1 of each school year, with student enrollment counts by October 15, and student enrollment projections by January 30.

Section 7. Dues Deductions and Representation Fees

On or before August 25, of each school year, the Association shall give written notice to the District of the dollar amount of dues and assessments of the Association including the National Education Association and the Washington Education Association which are to be deducted in the coming school year under all payroll deductions. The total for these deductions shall not be subject to change during the school year.

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. Teachers who commence employment after September or terminate employment before June shall have their deductions prorated at one-twelfth (1/12) of the total annual amount for each month the teacher is

employed. The employer agrees to promptly remit directly to the Washington Education Association all monies so deducted, accompanied by a list of teachers for whom the deduction has been made. A duplicated list shall be promptly provided the Association as receipt for said transaction. On or before the monthly pay period, the employer shall notify the Association of any changes in said list due to teachers entering or leaving employment of the District.

The Association agrees to reimburse any teacher, from whose pay dues, assessments or representation fees were deducted, those sums in excess of the total amount due to the Association at that time, provided the Association or its affiliate actually received the excessive amount.

Teachers may sign and deliver to the employer an Assignment of Wages Form. This form shall authorize deductions of membership dues and assessments of the Association (including the National Education Association and the Washington Education Association). Such authorization shall continue in effect from year to year unless the employee provides a signed and dated letter of resignation of membership to the Association. The Association will forward the names of employees who have submitted letters of resignation from the Association to the District in a timely manner.

Section 8. Construction of Buildings and Major Renovations

During the planning phase of building construction, or major renovations, or program relocation, certificated staff who will be working in the new facility will play a vital role in the development and writing of the educational specifications for the building or planning for the location change. Communication of the potential need for location changes, an explanation of the reasons why, and a meeting to discuss the same shall be offered as soon as possible to potentially impacted staff. Such staff will be invited to offer questions, issues, input, and suggestions for the process. Six (6) months prior to the projected opening of a new facility, the parties will meet to establish timelines for developing a mutually agreed process for staffing the new facility. The District and Association shall agree to a staffing process that will be used to staff the new facility as soon as possible after levels of staffing for the facility are budgeted. If the parties do not agree otherwise, the District will use the procedures in Article III.

In recognition of teacher support and assistance during the implementation of our capital projects and the impact on their instructional space, the District will reimburse teachers who have responsibility for moving out of and into their classrooms during a capital modernization. Teachers will be reimbursed as follows:

A. Elementary projects

   Teachers will be reimbursed for 16 hours of service at the District committee rate for moving out (8 hours) and back into their classrooms or service areas (8 hours).

B. Secondary projects

   Teachers will be reimbursed for 8 hours of service at the District committee rate moving out and back into their classrooms or service areas. The principal has discretion to increase this reimbursement to a total of 16 hours based on specific needs.

ARTICLE VI – LEAVES

Section 1. Absences

As soon as the teacher knows the teacher must be absent from school, the teacher shall report the absence and request a substitute. If a teacher can return to school earlier than anticipated the teacher should contact the District's Substitute Dispatcher so that the substitute will not report for duty unnecessarily. If a returning teacher fails to inform the District's Substitute Dispatcher that the teacher is returning to work, the substitute will be paid and the amount of the substitute's pay deducted from the teacher's salary. In the event an employee is on long-term leave according to any of the provisions found in this agreement, the employee shall not be authorized to return to the District prior to the return date previously agreed upon between the employer and employee.

Section 2. Bereavement

Leave with pay will be granted for up to five (5) work days for absences due to the death of a significant person in the employee's life. No deductions will be made from accumulated sick leave in this instance. If more than five (5) days is needed, other leave provisions may be available. Bereavement leave is accessible on a case-by-case basis and is not cumulative.

Section 3. Sick Leave

A. Each full-time certificated employee will be allowed credit of 12 full work days each school year during which no deduction in that employee's pay shall be made for absence on account of personal illness or the illness or medical necessity of a person who resides in your household or is a member of your family.

B. Such absences in excess of five (5) consecutive work days in any one (1) year may require a doctor's certificate.

C. Emergency leave of one (1) day per school year may be granted to each employee. Emergency leave shall be defined as an urgent unforeseen occurrence or occasion requiring immediate action or beyond the control of the employee that requires the employee to be absent during the regular contracted working day. If used, emergency leave shall be deducted from the employee's sick leave and shall not be cumulative. Additional days may be granted upon approval by the Superintendent.

D. Any unused sick leave allowance in any one (1) year shall be accumulated.

E. If accrued sick leave is insufficient, an employee may be granted a maximum of five (5) work days with a salary deduction for such days at the daily rate for a substitute.

F. Sick leave buy-out shall be provided employees by board policy pursuant to state law.

G. Sick Leave Sharing

An employee who has an accumulated sick leave balance of more than 22 days may request the Superintendent to transfer a specified amount of sick leave to another employee authorized to receive leave. Such transfer request must be made in writing. In no event may an employee

request a transfer that would result in the employee's sick leave accumulation going below 22 days. Transferred days shall be deducted from the employee's sick leave accumulation and will be credited to the sick leave accumulation of the employee to whom the days were transferred. The value of the leave transferred shall be based upon the leave value of the person receiving the leave. In situations where more than one (1) employee is offering to transfer sick leave to another employee, sick leave transfer shall be implemented in an equitable manner.

This shall be implemented consistent with any applicable RCW or WAC regulations.

Section 4. Disability Leave (Including Maternity Leave)

A. An employee requesting disability leave shall give written notice to the District, if possible, at least two (2) weeks prior to commencement of said leave. The written request for disability leave should include a statement as to the expected date of return to employment and advance notice of the actual date of return to employment shall be given as soon as possible.

Sick leave shall be granted under Section 3 of this article. In the event sick leave is exhausted, then the employee shall, if requested in writing, be granted a leave of absence without pay for the period of disability, provided that such unpaid leave shall not continue beyond the duration of the current school year, unless authorized in advance pursuant to Section 9 of this article.

B. Failure by an employee to notify the District of the employee's intent to return to employment or failure to return to work after the end of such leave(s) shall terminate the employment relationship, provided that the District has first sent a certified letter to the employee requesting such information and no such information from the employee is received within 15 calendar days.

Upon returning from disability leave, the employee shall be employed in the same or comparable teaching position that the employee occupied immediately prior to beginning the disability leave, subject to the needs of the District.

Section 5. Personal Leave

Employees shall be granted three (3) days for personal matters. Employees do not need to disclose the reasons for such leave, unless they are requesting an exception. For employees who require a substitute, personal leave usage within a given building on a given day will not exceed ten percent (10%) of the staff. This percentage shall not be exceeded. Such leave cannot be used during the first or last week of the student school year, except if granted by the Superintendent/designee for exceptional circumstances. The District reserves the right to deny initial approval of leave if it is determined that insufficient substitutes will be available for a given day. Whenever possible, employees shall give fifteen (15) days' notice for such leave requests. Personal leave shall be granted on a first-come first-served basis by the filing of a leave form with the employee's principal or supervisor.

If unused, up to two (2) personal leave days will be carried over to the next year up to a maximum of five (5) available personal leave days in any one year. If any employee does not wish to roll over one or more of those days, the employee may cash out unused days at the higher substitute rate by notifying the District by the end of the school year.

Any unused days over two (2) will be automatically cashed out at the higher substitute rate. This would maintain the maximum number of accumulated days at five (5) each year (counting the three (3) new days added at the beginning of the next year).

Upon separation of employment, all unused personal days will be cashed out at the higher substitute rate.

Section 6. Adoption, Childbirth and Family Leave

All certificated employees of and for the North Kitsap School District No. 400 shall receive one (1) work day of leave upon the birth or adoption of that employee's child(ren), non-deductible from the other types of leave allowances. Additionally, an employee can request up to five (5) days of emergency leave for the purpose of caring for a newly born or adopted child(ren) through the processes identified in Section 3.c. above. Any additional request for emergency leave will require a letter from the attending physician verifying the need for additional emergency leave.

Adoption/childbirth leave shall not be considered as maternity leave with regards to the duties of the teacher as outlined in the policy for maternity leave. This leave shall not be accumulative.

In addition, all certificated employees may take up to five (5) days with salary deduction for such days at the daily rate for a substitute.

RCW 49.78.010, et. seq. Family Leave Act: In addition to any other rights granted within collective bargaining, the employer will grant leave according to RCW 49.78.010, of up to 12 weeks during any 24 month period upon the birth or adoption of a child and/or to care for a child under 18 who is terminally ill. Employees must provide written notice to the District of intent to take family leave at least 30 days in advance of the anticipated date of delivery or adoption. This leave is in addition to sick leave or disability leave due to child birth or pregnancy. The employee is entitled to return to the same or a similar position upon return to work.

Beyond the period of disability leave, an employee may access sick leave for newborn care prior to the employee's return to work, so long as the employee retains a sick leave balance of ten (10) days. Such leave will run concurrent with any approved FMLA leave.

Section 7. Assault Leave

A. Any incident which could constitute assault and battery upon an employee by another adult while acting within the scope of the employee's employment shall be reported promptly to the employee's immediate supervisor. If, following that report and based on a complaint by the employee to a law enforcement agency; a criminal conviction for assault or similar judgment by reason of acts against that employee result, then the District will support the employee as outlined in B. below.

   Any incident which could constitute assault upon an employee by a student will be investigated by school administrators. If determined that the student's behavior against the employee constitutes assault, the District will support the employee as outlined in B. below as well (this does not prevent the employee from reporting the incident to a law enforcement agency).

B. Whenever an employee is absent from employment and unable to perform the employee's duties as a result of personal injuries sustained due to an assault and battery as defined in A. above, the employee will be paid full salary for the period of absence up to one year from date of injury, less the amount of Worker's Compensation award or benefit. No part of such absence will be charged to annual or accumulated sick leave.

C. Any incident that could constitute assault and battery upon an employee while acting in the scope of employment shall be reported promptly to the employee's immediate supervisor for investigation and immediate protection measures if warranted. The District will provide support to the employee for such events, up to and including:

- Provide class coverage as requested by the employee following the incident to allow the employee to decompress and regain composure
- Promptly assist the employee in filing L&I claims, referrals, or any other required documentation
- Allow the employee to provide input into student behavior, safety, and reentry plans
- Remove the student from class when consistent with the student's rights

Section 8. Civic Duty Leave and School Related Subpoenas

Civic duty leave shall be for jury duty and fulfilling military obligations. Certificated employees will receive civic duty leave as provided below:

A. Military obligation shall refer to reporting to draft board, reporting for physical examinations and short-term training for those with military status (RCW 38.40.060).

B. Leave while serving on active duty is not included under this provision.

C. The District will grant a maximum of two (2) days leave to staff subpoenaed as witnesses in court or other legal proceedings; provided that, a leave with pay shall not be granted to a staff member for a case brought or supported by a staff member union or Association or for a case in which the staff member has a direct or indirect interest in these proceedings. Travel pay will be paid by the party who subpoenas the employee.

Section 9. Leave of Absence

A leave of absence may be granted for one (1) year by the North Kitsap Board of Directors upon recommendation of the superintendent of schools.

A. Application

A certificated staff member requesting a leave of absence shall do so by completion of a leave request form to the employee's building administrator and then to the Human Resources department.

B. Extension

A request for extension of leave shall be by letter or leave request form addressed to Human Resources and received not later than March 15. Extensions may be granted for only one (1) year at a time.

C. Obligation of the District

Upon receiving a written request prior to March 15, the District shall be obligated to re-employ a certificated staff member; provided, however, that in the event a staff reduction is made for the next school year the employee on leave shall be placed on the list for selection as are all regular employees of the District under the District's reduction in force policy and shall be entitled to a position only if eligible under said policy. The North Kitsap School District shall notify the individual certificated staff members when a position becomes available. Every effort shall be made to re-employ in the position vacated and in the same school if the employee so requests.

Upon returning to service the position on the certificated staff salary schedule shall be maintained.

D. Obligation of Certificated Staff Members

Certificated staff members granted leave, must maintain a current mailing address, phone number and employment status with the personnel office.

Section 10. Public Office Leave

Employees shall be entitled to public office leave, without pay, for serving in an elected or appointed position for up to one (1) full year. Upon return to employment with the employer, the employee shall be placed in the same position held prior to the commencement of the leave. All non-economic benefits provided for by this agreement shall be retained by the employee during this leave.

Section 11. Government Service Leave

Employees shall be entitled to government service leave for serving in governmental agencies such as VISTA, Peace Corps and other related agencies. Such leave shall not exceed a period of two (2) full years and shall be without pay. Upon returning to employment with the employer, the employee shall be placed in the same position held prior to the commencement of the leave.

Section 12. Professional Conferences and Meetings

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

A. Full Payment Leave

Substitute and necessary expenses paid by the employer. This category applies to employees representing the employer at professional conferences, meetings, symposiums and seminars. These requests shall be submitted to the building principal and program director if they are the employee's immediate supervisor and are subject to final approval by the superintendent of schools.

B. Partial Payment Leave

Substitute paid by the employer with necessary expenses paid by the employee or outside agency. This category applies to employees representing the employer in cooperation with outside agencies at conferences, meetings, symposiums and seminars.

Section 13. Association/District Related Leaves

This leave section relates to professional type leaves which are in part paid for by the Association and part by the District.

In an effort to support and improve District/employee's Association relations, the President of the North Kitsap Education Association and/or designee will be offered 35 work days per year of release time, with pay, which may be used for District/employee and/or Association meetings, conferences and/or business. The North Kitsap Education Association is to reimburse to the District the salary of a substitute.

Section 14. President Release Time

The President of North Kitsap Education Association shall be granted release time up to one (1) school year. The President of the Association will meet with the Superintendent or the Superintendent's designee to mutually schedule the president's release time if less than a full school year. The purpose of such leaves shall be for the improvement of employer-employee relations, as evidenced with time spent meeting or conferencing with the employer and for the purpose of conducting Association business.

The Association will reimburse the employer on a monthly basis, the base salary and the employer's payment toward the president's District paid benefits, based on the amount of release time provided.

Nothing in this agreement will detract or negate any and all rights and benefits that would have accrued to the president had the president been working on a full-time basis; i.e., experience increment advancement on the salary schedule and seniority status.

Upon the termination of the president's release time, the president will return to working full time in the president's current position held prior to taking release time, unless the position has been terminated.

Section 15. Association Office Leave

Leave without pay for up to one (1) year, may be granted, when approved pursuant to Article VI, Section 9 of the NKEA Collective Bargaining Agreement to any Association member who shall have been elected or appointed to a position in the National Education Association, Washington Education Association or a local association so affiliated. The employee shall notify the Superintendent of the need for leave upon verification of the employee's election or appointment to that position. Upon return the employee shall be returned to the employee's former position, if available, or if not available, to a substantially equivalent position with at least equivalent salary schedule placement. The employee shall retain (but not accrue) all seniority and tenure.

Section 16. Washington Paid Family Medical Leave (PFML)

Employees eligible for Washington's Paid Family Medical Leave (PFML) (currently, having worked 820 hours in the qualifying period prior to a qualifying event) may receive benefits for qualifying events described below. The employee must apply for PFML through the state Employment Security Department (ESD) and the ESD will determine both eligibility and the amount of benefits. All provisions of this section will be implemented and administered consistent with the provision of Title 50A RCW and corresponding administrative rules.

A. Generally, qualifying events include up to twelve (12) weeks of paid leave per year for:

1. Family Leave (i.e., care and bonding after a baby's birth or the placement of a child younger than 18 years old, care for a family member experiencing an illness or medical event, and certain military-connected events)

2. Medical Leave (i.e., care for yourself in relation to an illness or medical event)

B. Up to a total of up to eighteen (18) weeks may be available for a serious health condition during pregnancy, and up to a total of sixteen (16) weeks may be available for multiple health events in a year.

C. When the leave is foreseeable, employees shall give the District written notice at least thirty (30) calendar days in advance. When the leave is not foreseeable, employees shall inform the District as soon as practicable. The District will provide written notices of rights to employees as required by law.

D. Employees who have accrued sick leave may choose whether (a) to use sick leave or (b) not use sick leave and instead receive PFML benefits Employees who take PFML leave for more than sixteen (16) consecutive workdays may choose to use full days of accrued sick leave at the same time they receive PFML benefits (in which case, the sick leave will be considered a supplemental benefit by the District).

E. PFML may be used concurrently or consecutively with FMLA leave, at the employee's option. PFML is also in addition to pregnancy/childbirth disability leave.

F. While on PFML leave, the employee shall maintain their health benefits, as provided prior to leave, unless the employee is not entitled to or did not exercise the right to job protection within RCW 50A.35.010. The employee shall be eligible to return to their same or equivalent job that was held prior to taking PFML consistent with RCW 50A.35.010.

G. Premiums for PFML shall be paid by the employer and employee in accordance with the shares identified in the statute.

ARTICLE VII – INSTRUCTION AND RELATED SERVICES

Section 1. Class Size

A. The Association and District agree that the maintenance of reasonable class sizes for certificated staff shall be a shared objective to ensure a positive learning environment for North Kitsap students. If the board cannot meet reasonable teacher class size requirements as stated below,

the board agrees that such excessive teacher class sizes may adversely affect a teacher's performance in the classroom; and the board shares responsibility in the adverse educational performance which may result.

B. Teacher class size totals for Grades K - 12 shall be:

1.	Grades K, 1, 2, 3	Maximum 19
2.	Grades 4, 5	Maximum 26
3.	Grades 6, 7, 8	Maximum 140 total students or 30 per class
4.	Grades 9, 10, 11, 12	Maximum 150 total students or 32 per class

Elementary classes with more than one (1) grade level will have class size maximum numbers reduced by two (2) FTE students for the lower grade level.

Excluded from these maximums are music and study halls at the secondary level.

C. If the needs of students within a general education class are such that the general education teacher cannot meet the needs of the students, the general education teacher may request a meeting to discuss the level of support in the classroom with the building administrator and the appropriate representatives from the Special Education department. The team will also discuss measures to address the support or workload concerns, which may include, but is not limited to, additional coaching on supporting students with increased needs.

D. The following will be teacher class size maximums in select instructional areas:

1. Elementary specialists providing planning time for classroom teachers: Same as general education classes. Classes will not be combined during regular planning coverage schedules.

2. Physical Education, 6 -12: Maximum 165 total students or 35 per class.

3. PAL: The PAL caseload will be 150 individual student classes mentored for a 1.0 FTE teacher (elementary and secondary), pro-rated for PAL teachers with an assignment less than 1.0 FTE. Teachers mentoring more classes than this amount will be paid $2 per day per class above the overload trigger. This section may be reopened at the request of either the District or Association prior to May 1 to negotiate any amendments effective the following school year.

4. Choice: Same class size maximums as Section B above. This section may be reopened at the request of either the District or Association prior to May 1 to negotiate any amendments effective the following school year.

   The overload trigger numbers in this section shall be prorated for teachers who are assigned to both Choice and PAL. When a teacher is assigned to mentor a student who is not in one of their classes, this will count toward the student classes number.

5. NKOA: The NKOA caseload will be 150 FTE students for a 1.0 FTE teacher, pro-rated for NKOA teachers with an assignment less than 1.0 FTE. Teachers mentoring more students than this amount will be paid $12 per day per student above the overload trigger. This section may be

reopened at the request of either the District or Association prior to May 1 to negotiate any amendments effective the following school year.

E. In order to provide a safe and adequate learning space, the District will attempt to maintain each secondary metals class at 28 students or less.

F. The following secondary instructional courses will be capped at the following maximum class sizes:

1. Laboratory Science, 6 -12: 32 students per class.

2. Weight Training, 9 -12: 32 students per class.

3. Middle School Options (multi-grade): 28 students per class.

G. Signature Programs

1. The Options program (including middle school options) will receive one hour per day of paraeducator support in addition to the one hour of paraeducator support provided to split-level classes. Options classes that are below the class size listed in Article VII, Section 1(B) will not receive this additional paraeducator support.

2. The Dual Language program will receive one hour per day of program-specific paraeducator support per grade level to provide equivalent support that other muti-language students receive. Paraeducator assignments in the Dual Language program will have a preferred qualification of biliteracy in Spanish and English.

   Dual language classes that are split will also receive the support provided to elementary split classes in Article VII, Section 2(B)

H. Full-day Kindergarten classes will receive two (2) hours per day of paraeducator support.

I. If the state allocation is changed during the life of this contract differently than the 2017 state appropriations act, the class size numbers above may be reopened for equitable adjustments at the request of either the District or the Association.

J. Until such time as the state increases the class size funding for grades 4 and/or 5 to reduce the disparity between class sizes, the District will pay elementary classroom teachers a half-hour of per diem pay for each conference and each report card over 25 students. Tracking and payment will be generated by the District process for certificated additional pay.

Section 2. Guidelines for Class Size Overload

A. Paraeducator Assistance

With the approval of the building principal, paraeducator assistance may be pooled and used by the department/grade level for defined tasks. Teachers qualifying for paraeducator assistance will provide input to job description tasks to be completed by the paraeducator, subject to

approval of the building principal. Teachers will be allowed to give input in the screening and recommendation for hire of the paraeducator(s), within the guidelines of District board policy and administrative procedures and the paraeducators' collective bargaining agreement.

B. Elementary Split Level Classes

Elementary teachers who are assigned to a split level class due to student enrollment will receive one (1) hour per day additional paraeducator assistance time while full day kindergarten will receive two (2) hours per day. The District will make all reasonable attempts to not schedule split level Kindergarten classes.

The District will make every reasonable attempt to schedule paraeducator assistance when students are receiving instruction in their regular classroom and include time for travel between assignments. Such travel time will be exclusive of the allocated time stated above. Paraeducator assignments in the Dual Language program will have a preferred qualification of biliteracy in Spanish and English.

C. Class Size Overload Compensation Table

Class sizes exceeding the maximums identified above shall be compensated with one of the following two options:

Grade	Class Size Max	Cash Payment	Paraeducator Time
Grades K, 1, 2, 3	19	$12 per student over max	1 hr. each day for 1 student above max; 40 min each day for 2 students and up
Grades 4, 5	26	$12 per student over max	1 hr. each day for 27th student; 40 min each day for 28th student and up
Elementary specialists providing planning	Same as general education classes	$2 each day for every student based on grade level trigger as outlined above	As agreed between employee and building administrator.
Elementary multi-grade classes	lower grade maximum minus 2	$12 per student over max	2 hrs each day for 1st student over max; 40 minutes each day for each student beyond
Grades 6, 7, 8	30 maximum per class; $3 each day over max	$3 each day for 141st and up	20 minutes each day for 141st student and up
Middle School Options (multi-grade)	28	$10 each day for 1st student over max and up	
Grades 9,10, 11, 12	32 maximum per class; $3 each day for 33rd student and up	$3 each day for 151st student and up	20 minutes each day for 151st student and up
P.E. Grades 6 -12	35 maximum per class; $3 each day for 36th student and up	$3 each day for 166th student and up	20 minutes each day for 165th student and up
PAL	150 student classes mentored	$2 each day for 151st student class and up	20 minutes each day for 151st student and up
Choice	Same as grades 6-8 or 9-12 identified above		
NKOA	150 FTE students	$12 each day for 151st student and up	

Overload forms must be submitted to the District within 60 days of the end of the pay period. Exceptions to this requirement may be granted on a case-by-case basis.

Section 3. Special Education Workload

A. The following are caseload triggers for compensation for special education providers.

1. Psychologists – Each FTE psychologist will serve a maximum IEP caseload of 110 students that receive special education services.

2. Occupational and Physical Therapists – Each FTE OT/PT will serve a maximum IEP caseload of 34 students if working at one or two sites, and 30 students if working at three or more sites.

3. Speech and Language Pathologists – Each FTE SLP assigned to serve secondary (grade 6-12+) students will serve a maximum IEP caseload of 46 students. Each FTE SLP assigned to serve elementary (PK/TK-grade 5) students will serve a maximum IEP caseload of 42 students. Each FTE SLP assigned to serve both elementary and secondary students will serve a maximum IEP caseload of 42 students.

4. Functional Academics: Gr. 6 through age 21– Each FTE teacher serving students in the Functional Academics program will serve a maximum IEP caseload of 13 students.

5. Transition Program: Each FTE teacher serving in the 18-22 transition program will serve a maximum of 16 students.

6. Intensive Services Program: K through Gr. 5 – Each FTE teacher serving the students in the Intensive Services Program Classroom will serve a maximum IEP caseload of 12 students.

7. Integrated Preschool – Each FTE teacher serving integrated preschool will serve a maximum of 18 students per week with IEPs. In addition, each daily class session will have a maximum of 14 students. Where an individual student creates overload in both IEP and class size, a single overload payment will be provided.

8. Summit – Each FTE teacher serving in Summit, the District's intensive behavior program, will serve a maximum IEP caseload of 10 students.

9. Resource Room Teachers – Each FTE teacher serving students receiving special education in building based programs will serve a maximum IEP caseload of 27 students.

B. Compensation Overload

The individual special education provider will be compensated at the rate of $12.00 per day for each additional student. In lieu of monetary compensation, special education providers may choose additional clerical or instructional assistance by classified staff, or substitute release time. Any compensation is retroactive to the first day the overload existed. Overload compensation for students who transfer into the District with an expired or noncompliant IEP will begin retroactive to the day staff begin providing comparable services required under the IDEA.

C. Secondary Resource Room Class Size

The District and the Association have a shared interest in optimal class sizes in Resource Rooms that support student progress toward individualized goals. To that end, a class size target of 12 or less is the goal. Compensation of $3 per class per student per day shall be provided for individual classes with more than 14 students.

D. Miscellaneous

Special education providers with the ability to be flexible in their work hours (those not bound to the student day) may choose to arrange their workday in order to allow them to provide direct services, hold meetings, or do other necessary tasks when agreed to with their supervisors.

Special education providers will have input into the distribution of load to provide the best possible services to students while maintaining workload equity and quality.

E. Paraeducator Staffing

See Appendix E for current (2020-21) District staffing allocations. A meeting or communication will occur prior to the end of each school year in which special education teachers will provide input on paraeducator staffing for the following school year before assignments are determined. Consideration will be given to the intensity of students and programs. Teachers will be notified of their preliminary paraeducator staffing prior to July 1 each year. When a special education teacher has concerns about the paraeducator assignments they may request a meeting with a special education administrator, which will occur within 10 working days to determine a resolution which may include adjusting assignments or schedules, adding or deleting FTE, or any other proposed resolution.

F. ESA Assignments

A meeting will occur prior to each school year where ESAs will provide input before assignments are determined. Assignments for ESAs (PT/OT/SLP) who provide direct services shall be based on spring projected student enrollment and anticipated service needs. Consideration will be given to the intensity of students and programs. When an ESA has concerns about workload related to their assignment they may request a meeting with the director, which will occur within 10 working days, to determine a resolution which may include adjusting assignments, clerical time, additional hourly pay, hiring additional FTE, or any other proposed resolution.

G. Additional Staffing

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 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 impacted certificated staff member(s) and/or District shall invite the Association to be involved in these discussions.

Section 4. Work Station Visitation

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

A. All visitors to a school shall obtain the approval of the building administration at least two (2) days in advance of the visit, unless otherwise agreed by the teacher or unless the principal determines that an exceptional circumstance requires earlier approval. The administration shall notify the staff when such a visit is scheduled.

B. Visits to classrooms shall be scheduled only after the building administration has conferred with the employee involved.

C. If, at the determination of the building administrator and the employee, a particular observation is disruptive to the building or the classroom or the observation should not take place, it shall be terminated.

D. The purpose of visits shall be for observation.

E. The employee shall have the opportunity to confer with the classroom observer before and/or after the scheduled visit.

Section 5. Number of Classes and Preparations

The District and Association share an interest in providing a variety of course offerings for grades 6-12. The goal will be to limit preparations and not exceed three (3) per semester.

If it should be necessary for any employee to exceed three (3) preparations during a given semester to run program or pathways for students, the building administrator will have a planning discussion meeting with those staff. When possible, this meeting will occur prior to the input process outlined Article VII, Section 9. If changes occur after that process, the meeting will occur as soon as possible after the administrator knows the preparations may exceed three (3) per semester. Documentation of the occurrence of this meeting will be provided to the Association.

Understanding that it may be necessary for teachers to be assigned more than three (3) preparations per semester to allow students opportunities to participate in program or pathways, teachers with more than three (3) preps will be provided with up to two (2) release days per semester for every prep beyond three (3) at their request (up to four (4) per semester) or other mutually-agreed assistance. If the building administrator or employee requests other mutually agreed assistance, a meeting will occur with the employee, the building administrator, a representative from the Association, and the secondary director. Follow-up agreement from this meeting will occur in writing (print or digital), with a copy shared with the Association president and the human resources department.

One course preparation will be defined as a course that requires work outside of instructional time including but not limited to lesson design, grading, contacting parents, material production, lesson set-up, analysis of data, and collaboration with other staff. When teachers are assigned two (2) courses within one section, the building administrator will meet with the teacher to discuss whether a second course preparation is necessary with consideration of the above listed criteria.

Teaching time that does not require additional preparation will not be construed as a course preparation, such as extended teaching time, tutoring, and student supervision. Extended teaching time and tutoring time will not be assigned during the required non-instructional time before and after school.

Participation in a teacher-student advisory type program shall not be construed as a course preparation, provided that the District furnishes the curriculum and the curriculum requires no additional preparation. Curriculum being delivered in advisory will be reviewed and planned in cooperation with administrative and certificated staff.

Section 6. School Calendar and Conferences

A. The District will include Association representatives chosen by the Association on a standing stakeholder task force to consider all aspects of the school calendar, generate drafts, survey employees and/or community and provide a draft school calendar to the school board. This will be completed prior to school board review and approval. The task force will propose calendars within the parameters set forth in this collective bargaining agreement, and be cognizant of timing when the collective bargaining agreement will be open. The District will publish the names of the members of the task force and their District contact information on an internal-facing website. The task force will publish within the District the dates of its meetings, agendas, and minutes summarizing the decisions of the task force within a week after the meeting.

B. The NKEA and NKSD recognize the importance of engaging students and families in order to promote the educational growth of students in the fall, and to support individual student needs in the spring. To honor these opportunities, the District calendar shall include the following provisions for parent conferencing on non-instructional days:

- Five (5) days for elementary schools – one (1) full days and eight (8) half-days (the full day is outside of the student school year and the half-days are included within the student school year). Of these days, four (4) half days and one (1) full day will be scheduled in the fall, and four (4) half days will be scheduled in the spring.

- Two (2) half days for secondary schools, which will be included in the student school year. These days will be scheduled in the fall.

NKEA members will work collaboratively with building principals to develop conference schedules. Report to work times may be flexed to accommodate evening or early morning conferences as long as the total amount of report to work time does not exceed contracted hours; planning time and duty free lunch periods are provided; at least some work time is scheduled on each day; and the schedule is approved by the principal and a majority vote of NKEA members at the school. (See Article XIII, Section 2.G for a summary of contractual work days for each instructional level.)

C. To accommodate the turn-around of semester classes and the reporting of grades, the calendar committee shall schedule the last full day of first semester to be a half-day (1/2) for students, with the remainder of the day (1/2) to be non-work time available for self-directed preparation for second semester.

D. The calendar committee is encouraged to consider scheduling half-days of student instruction on dates within the school year that are least disruptive to the progression of instructional lessons (e.g., around holidays).

E. Additional considerations for calendar development are in the contractual work day descriptions in Article XIII, Section 2.

Section 7. Use of Classified Support Services

It is a mutual interest of the District and the NKEA that each school is provided a wide range of high quality classified support services including but not limited to: library and counseling clerical services, behavior intervention, tutoring, supervising small group activities, preparing instructional materials, student supervision, etc. These services will enable teachers and other certificated personnel to effectively prepare for and provide instruction and other learning support services for students. It is the intent that these resources be used in a flexible way which is responsive to the individual and unique needs of each school's comprehensive program.

Classified support staff cannot be given responsibility for duties which are defined as and legally the responsibility of certificated personnel.

Beyond the basic classified staffing allocation to the schools, the District will provide an enrollment driven allocation to support the services above according to the following formula, based on the October 1 student enrollment count, computed to the nearest half hour: each school will be provided a classified support staff allocation of one (1) hour for every 75 students and the following additional allocation:

A. Elementary schools	2 hours
B. Middle Schools (up to 800)*	9 hours
C. High School (up to 900)*	11 hours
D. High School (up to 1300)*	16 hours

*Should the student enrollments exceed these amounts, representatives of the District and Association will meet and concur to resolve the issue.

It will be the responsibility of the principal and school leadership team to review the District-provided and NKEA enrollment-driven classified support staffing allocation and identify the appropriate distribution of these resources. Each school leadership team will establish a process to assure that the school's certificated staff have had opportunities to provide input into the distribution of this allocation prior to making its decision. (Refer to Art. XIV, Sec. 1 School Leadership Team for specific provisions).

The District and Association agree to open negotiations following the first levy failure of funding for these classified resources. Negotiations will continue should there be a second levy failure in that same school year.

Section 8. Length of Work Day

The length of the work day for certificated employees shall be 7-1/2 hours inclusive of a 30-minute duty-free lunch period. Employees are expected to be at work at least twenty-five (25) minutes before and after the student school day, unless otherwise approved on an intermittent, case-by-case basis by the building principal. As determined by the School Leadership Team, schools may adapt the teacher work day after student dismissal on parent conference days.

Section 9. Master Schedule

While the right of assignment ultimately resides with the Principal, the creation of the master schedule will be collaborative and transparent throughout the process. Staff will have the opportunity for input at the beginning of the process. Examples include but are not limited to input regarding class configurations, course offerings, distribution of students with special needs, staff assignment and planning time schedules. Staff will have opportunities to share issues and concerns throughout the process.

Every effort will be made to have a draft master schedule finished before the end of the school year.

Section 10. Planning Period

A. Individual and team planning will be provided for each certificated staff grades K-5:

1. There will be 355 minutes per week of planning time, of which 200 minutes are for uninterrupted individual planning time in segments of not less than 30 minutes each day, the use of which is determined by the individual. A teacher or principal may initiate a request to override daily planning time, which may be approved by mutual agreement between the teacher, the principal, and the Association. Planning time may be interrupted occasionally by emergency drills or exigencies outside of administrative control.

2. The remaining 155 minutes per week will be for individual and/or team planning, the use and organization of which will be decided upon by the principal in consultation with the school leadership team. The District reserves the right to decide how this time will be provided, the maximum length of student recess, and whether to modify the time length of the student day, subject to meeting the requirements of this section.

3. In addition, the essential job functions of learning specialists, counselors and librarians will be taken into consideration when creating a master schedule.

B. Individual and/or team planning will be provided for each certificated staff member grades 6-12 as follows:

1. One (1) class period will be provided daily for uninterrupted planning as scheduled by the principal for the use of which is determined by the individual. A class period is defined as being the same length of time as other instructional blocks for each class period.

2. Planning time may be interrupted occasionally by emergency drills or exigencies outside of administrative control.

3. The total amount of individual planning time shall be at least 250 minutes per week for a five-day week.

4. If a secondary bell schedule does not provide daily plan for teachers, then the certificated staff at the school must approve the schedule by at least a 75% vote, not including abstentions. Each certificated staff member must still be provided at least 250 minutes of uninterrupted, self-directed planning time each week. The approval of such a bell schedule may be extended for up to two years at the discretion of the School Leadership Team, provided that the bell schedule for the second year follows the same format as the previous year in terms of framework for scheduling.

5. Teachers assigned to a class with a special education/ general education co-teaching model will be scheduled to have common planning time together.

C. This time is exclusive of the required non-instructional time before and after school (see RCW 28A.405.466) and the duty-free lunch period. In emergency situations, the principal may schedule a meeting during planning time.

D. Travel time will not be counted as planning time or lunch time.

E. The planning time minutes referenced in Sections A and B above are based on a normal 5-day school week and may not be met in weeks with fewer than 5 school days or special bell schedules due to assemblies, emergencies or half-days.

Section 11. Student Behavior Support

A. Common Commitments

Student discipline and behavior support should promote a safe and productive educational environment. Beyond this minimum baseline, we aspire to support student behavior in a manner that is just, equitable, and addresses the individual needs of our students.

In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently regardless of race, creed, sex or status. Such discipline shall be consistent with applicable federal and state laws.

The board and superintendent shall support and uphold teachers in their efforts to maintain discipline in their classrooms and buildings. The building administrator shall immediately respond to all reasonable teacher requests regarding discipline problems provided that the teacher's request is consistent with District policy.

Further, the authority of teachers to use prudent disciplinary measures for the safety and well-being of students and teachers is supported by the board, superintendent and building administrators. In the exercise of authority by the teacher to control and maintain order and discipline, the teacher may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the board and promulgated building policy and not inconsistent with federal and state laws of expulsion.

B. Classroom Exclusions

Each teacher is empowered to exclude any student who creates a disruption of the educational process in violation of the building disciplinary standards while under the teacher's immediate

supervision from the teacher's individual classroom and instructional or activity area for all or any portion of the balance of the school day or until the principal or designee and teacher have conferred, whichever occurs first: provided, that except in emergency circumstances as provided for in WAC 392-400-330, the teacher shall have attempted one (1) or more alternative forms of corrective action: provided further, that in no event, without the consent of the teacher shall an excluded student be returned during the balance of the particular class or activity period from which the student was initially excluded.

The "conferring" between the principal or designee and staff member should include an opportunity, if requested by the staff member, for a genuine dialogue at an educationally-appropriate time about the student's behavior and the steps already taken, to successfully restore positive relationships within the classroom. Restoring relationships may, in appropriate circumstances, require the inclusion of the student and/or other facilitators in the dialogue.

Under emergency circumstances, the teacher/school employee may remove a student from class without first attempting other forms of discipline if the student's presence poses 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.

C. Damage

When a student damages personal property in assaultive or violent incidents, the District shall reimburse staff members up to $500 for out-of-pocket expenses for personal property. Schools will replace supplies and materials that are destroyed or damaged beyond use as a result of a room clear or reimburse staff members for replacement.

D. Information Sharing

1. The District and the Association agree that it is helpful for educators to have information about students with significant behavioral support needs to help staff form safe and positive relationships with students. Every building will have a system for informing staff members of significant behavioral needs of students that they will be working with directly. This system will identify staff members who need to receive the information, who is responsible for sharing the information, timelines and methods for sharing information, and address the need for sharing such information when students are transitioning between grade levels, schools, and programs. The information to be shared includes behavior-related plans (e.g., behavior plan, behavior intervention plan, or safety plan) and/or a history in the immediately prior or current school year of behavior-related incidents that resulted in suspension, expulsion, or more than ten detentions. Staff who work directly with students include classroom teachers, counselors, special education staff, and staff providing interventions.

2. When a school receives information from a former district indicating that a student has a history of disciplinary actions, criminal or violent behavior, or other behavior that indicates the student could be a threat to the safety of staff or other students, the school will provide this information to the student's teachers and security personnel.

E. Building-Level Implementation

1. The principal and certificated employees in each school building shall confer at least annually, as required by state law, for the purpose of developing, or reviewing, or both, building

discipline standards, the uniform enforcement of those standards, and a timely and effective systemic way to address students who repeatedly disrupt the learning environment or create safety concerns.

2. The annual review should begin in the spring to consider changes for the following school year. The process will necessarily include communications in the fall to ground implementation of the plan for the upcoming year.

3. As a part of this process, building administrators will gather input from staff as to whether behavior supports/discipline systems are meeting the needs of staff and students. Buildings will use site leadership teams as a two-way communication vehicle to increase the participation of all staff in the annual review process.

4. One of the purposes of this process is to implement and operationalize District-level policies as well as recommendations from joint committees for creating safe, productive, just and equitable educational environments for students. Depending on the year and status of those recommendations, the building-level process may include discussions of topics such as:

   - Restorative practices
   - Tier 2 and Tier 3 behavior supports for students
   - De-escalation supports for students
   - Process for student redirection (including restraints) and room clears
   - Communication with families of students from a problem-solving perspective
   - Progressive discipline benchmarks, including when minors become majors
   - Tracking and sharing of student data related to behaviors and discipline

5. As part of this process, special education staff and the building administrator shall explain school policy regarding the discipline of students receiving special education or Section 504 services. This discussion shall include an explanation of possible appropriate alternative interventions.

6. To be successful, the plans generated during the annual review should be supported by a consensus of the building staff.

7. The Association will be provided with information regarding the annual reviews and/or student behavior and discipline summary data upon request.

Section 12. Expectations for Part-time Staff

This section applies to both part-time staff and full-time staff that have part-time assignments in multiple sites.

Part-time employees shall have their schedule adjusted on a pro-rated basis.

The total number of hours for each workday, including the required non-instructional time before and after school (see RCW 28A.405.466), shall be pro-rated based on a 7 hour work day for every 1.0 FTE employee. The chart below includes some examples. Scheduled work hours for continuing part-time staff should be consecutive (excluding staffing added after the beginning of the school year). Schedules for part-time positions will be included in job postings but may be subject to change.

Part-time employees shall have a scheduled planning time that is pro-rated based on their contracted FTE. Part-time employees shall have a 30 minute duty-free lunch. If the duty-free lunch period is at the beginning or the end of the workday, then the employee may choose to have lunch away from the worksite.

At the secondary level, part-time employees shall be assigned a maximum of two preps. A part-time employee may choose to voluntarily accept more than two preps by mutual written agreement between the instructor and building administrator. The Association will be provided with copies of the written agreement prior to the start of the assignment.

FTE contract	Number of classes at the secondary level	Total % and # hours of workday (excluding lunch and including planning and required non-instructional time before and after school)
0.2	1	20% of 7 hours 1.4 hours (1 hour 24 minutes)
0.4	2	40% of 7 hours 2.8 hours (2 hours 48 minutes)
0.5	Average of 2.5 per semester	50% of 7 hours 3.5 hours (3 hours 30 minutes)
0.6	3	60% of 7 hours 4.2 hours (4 hours 12 minutes)
0.8	4	80% of 7 hours 5.6 hours (5 hours 36 minutes)

A part-time employee shall be required to be present at the employee's teaching station only during the time immediately before or after the employee's teaching time.

Each part-time employee shall have a meeting with the employee's supervisor prior to beginning the employee's assignment to determine the specific details related to the employee's prorated work schedule. This information shall be recorded on the non-standard work schedule document, see Appendix G. Details on the document should include but are not limited to:

A. Which and how many faculty meetings to attend

B. Allocation for planning time

C. Allocation for the required non-instructional time before and after school (Time to be available to students and patrons of the District outside of regular student contact time.)

D. Which and how many PLC meetings to attend

E. Schedule for conferences

F. Requirements for supplemental duty, if any (including Principal/SLT Professional Responsibility Days)

Section 13. Part-time and Full-time Certificated Classroom Staff that have Assignments in Multiple Sites on the Same Day

A. Travel time will be paid for each and every trip between locations.

B. Mileage will be paid at the current standard mileage rate and will be submitted monthly.

C. Travel between campus sites (i.e., within Kingston Complex, including Wolfle, or within NK Complex) will be paid at 20 minutes of curriculum rate per day. Travel between all other sites will be paid at 40 minutes of curriculum rate per day.

D. Travel between the original Spectrum site and KHS is not considered travel between sites, however teachers in these assignments will be paid at 10 minutes of curriculum rate per day and will be compensated for mileage.

Section 14. New Student Notification

At the time a new student registers for school or has a schedule change, an email notification will go to all relevant employees. 24 hour notice will be allotted for elementary educators to prepare for students who are new to the school. Secondary teachers will be notified the day before the student is to begin. This time can be reduced or extended by mutual agreement between relevant staff and the building principal or designee.

Section 15. Support for Assessments

A. Test Coordination

The District and Association share an interest in providing flexible support to school buildings to support the increasing number of state and District assessments now a part of the regular school year and that seem to change from year to year.

Classroom teachers shall not be expected to set up school wide test schedules, set up computer labs for testing, provide proctor training to other teachers, act as a liaison for a school to the District office, oversee school wide test security, distribute testing materials to teachers, or provide tech support to other classes on running the online tests.

In addition to non-staff resources such as technology and student materials provided to the schools, the District shall provide a staffing resource for each school that provides for testing coordination duties via certificated FTE, classified time, or a stipend for a current full-time certificated employee. Acceptance of test coordination duties shall be voluntary and not required of any particular employee.

Buildings will be asked to identify in the spring the resources requested for test coordination the following year. Each school's plan for test coordination shall be reviewed annually by a school's leadership team or other shared decision making model in place at the school. Prior to the first day of the school year, the District shall report to the Association the plan for testing coordination at each school building on a template that is consistent from building to building.

Any stipend for certificated work will be subject to bargaining. In the absence of a negotiated stipend, a building test coordinator shall be paid at the employee's per diem hourly rate for work performed outside the school day; work inside the school day that supplants other duties including but not limited to planning time; and time spent creating substitute plans for test coordination during release time.

B. WA-AIM

Employees will be paid at their per diem rate for time required outside of their contracted work day to fulfill requirements related to WA-AIM.

C. WaKIDS

Kindergarten students will begin attending kindergarten on the fourth (4th) school day of each school year. Employees will have the first three (3) school days to fulfill the requirements of WaKIDS. In recognition of the extra time required to fulfill WaKIDS requirements during the school year, employees will be provided their choice of one of the following options:

(1) up to fourteen (14) extra hours paid at the per diem rate; or

(2) up to two (2) release days; or

(3) up to one (1) release day and up to seven (7) extra hours paid at the per diem rate.

During the first three (3) school days and the release days described above, employees are expected to report to work and fulfill the requirements of WaKIDS, which may include:

a. Completing the Family Connection component of WaKIDS. The District expects this component to be achieved through one-on-one meetings with each child's family/guardian to welcome them to the K-12 system; and

b. Planning Whole-child Assessments for each child.

Employees who are required to administer WaKIDS for the first time will receive their per diem rate up to two (2) days for the required training. The District will pay for the required training.

Section 16. Instructional Materials Committee and Curriculum Adoption Cycle

A. The Instructional Materials Committee (IMC) will establish and monitor procedures for the evaluation and recommendation of core instructional materials. At least once per year the IMC will gather input from NKEA members regarding their satisfaction with current core instructional materials and needs regarding instructional materials. A summary of the input will be made available to all staff on the District website. The IMC will discuss and provide guidance to the Director of Teaching and Learning regarding the curriculum adoption cycle for our District.

The District's curriculum adoption cycle or current plans shall be posted on the District website. The Director of Teaching and Learning will provide an update to all certificated staff on an annual

basis regarding both the short-term and long-term plans for selection of core instructional materials across grade bands and content areas. Each curriculum adoption shall include the participation of the staff members who will be asked to implement the new curriculum and an ample and reasonable opportunity to review the materials under consideration.

While members of the IMC will be appointed by the superintendent or designee and approved by the Board of Directors, the Association will have the opportunity to provide input regarding the composition of the committee. Collaborative effort will be made to ensure that committee members represent the diversity of our certificated staff across grade band and content areas, including specialists and special education. The District will publish the names of the members of the committee and their District contact information on an internal-facing website. The committee will publish within the District the dates of committee meetings, agendas, and minutes summarizing the decisions of the committee within a week after the meeting.

B. The District shall provide employees with a guaranteed and viable curriculum and the instructional materials necessary for the success of all students, including students with disabilities and multi-lingual learners. The Adoption Committee will evaluate materials for opportunities for student centered, non-digital application. This includes access to core curriculum as required by law, and culturally-relevant materials that promote equity and inclusion. Educators shall implement the District's prescribed curriculum in accordance with state and local standards and in service of meeting the individual learning needs of students.

C. The Instructional Materials Committee shall consider and determine the need for paid training or preparation time for implementation of new curricula and include such opportunities in the budget for adoption of such curricula.

Section 17. Professional Learning Communities

The District and Association affirm the importance of professional collaboration to improve student achievement. This requires dedicated and protected time used effectively with consistent expectations. The following are district-wide PLC norms:

A. The student day will be fifty (50) minutes shorter one day per week to provide time for professional learning communities (PLCs) at each school.

B. PLC meetings will not be expected to start sooner than fifteen (15) minutes after the end of the student day.

C. To protect this time for its intended purpose, this time shall not be interrupted for other duties, meetings or other District and/or building-wide professional development except in an extreme emergency or for discretionary use as described in paragraph D below.

D. Principals may opt to use the 50-minute PLC time on the first Wednesdays of October, November, February, March, and April for building-wide PLCs which may include professional development.

E. To support quick two-way communication between building administrators and PLC teams, building administrators may request a natural harvest of artifacts to communicate PLC progress with principals and colleagues. Upon agreement of the building staff and administrator(s), a district-wide form to collect information about the PLC work may be used.

F. The PLC teams are self-directed but principals can expect all teams to use certain common elements such as student growth goals and common assessments. The District may provide a suggested timeline or progress map for the year which can be adjusted based on the needs of the team and principal.

G. Principals should provide leadership for PLC work and support based on the needs of individual teams.

H. Weekly meeting locations shall be agreed upon by the building staff and administrator(s).

I. Employees with assignments that cover multiple subjects, grade levels and schools face the additional challenge of professionally interacting with more than one group of colleagues. Employees with such assignments will work with their supervising administrator to individualize a solution that ensures employees are not expected to be in two places at once, or complete double the amount of work of other employees.

J. Employees who belong to a PLC that necessitates travel to other work sites to meet with colleagues for PLC meetings will be allowed to flex use of PLC and non-instructional work time over several weeks so that the total PLC meeting and travel time does not exceed contracted work time.

K. Part-time employees will have the option to participate in PLC meetings and be paid at their per diem for any time that exceeds the employee's contracted work hours.

Section 18. Support for Highly Qualified Status

When staff are assigned to a position for which they are not highly qualified, the District will provide support to that staff member which will include, but not be limited to payment for any required assessments and coursework, purchase of test preparation materials, and up to three days of release time per year.

It is in the best interests of students to have teachers assigned in areas they are certificated and endorsed. If the District has expectations that a teacher earn an endorsement in an area outside of the teacher's plan for continuing certification, the District and Association will discuss an appropriate plan of support to limit out-of-pocket costs for the employee.

Section 19. Support for National Board Certification

The District supports the National Board Certification process and will provide for the flow through of all the state appropriations designed for compensation of those certificated employees receiving National Certification. Employees in the process of pursuing National Board Certification shall have priority in reassignment decisions to be placed in the same grade level or department in order to continue the certification process. National Board Certified Teachers who are involuntarily transferred from a school eligible for the challenging school bonus to a non-bonus eligible school will continue to receive the challenging school bonus as long as the original school continues to be in the challenging school status. National Board/Pro-Cert candidates will be granted access to necessary equipment owned by the District that support the application process (e.g., video cameras, microphones, etc.).

Section 20. CTE Budget Allocations

Each Program Advisory Committee will be provided with a comprehensive budget summary, budget process timeline, a list of members who serve on the CTE General Advisory Committee, and an explanation of the budget decision process. Each CTE educator will be provided a copy of their annual classroom budget. When individual CTE educator-proposed budgets are not fully granted, an explanation about the changes will be provided to the CTE educator, upon request, by the CTE General Advisory Committee representatives.

ARTICLE VIII – EMPLOYEE SUPPORT FACILITIES

Section 1. Employee Support Facilities (Work Station)

All employees will have access to those school facilities necessary to pursue and accomplish District-approved educational objectives relative to their job assignment. Employees will be supplied with a work space that is furnished with the standard and customary supplies, materials, and equipment for that building. See Appendix H.

If an employee feels like the employee's work space, supplies or equipment are inadequate, then the employee should notify the employee's supervisor in writing. If the supervisor is unable to resolve the issue to the satisfaction of the employee, the supervisor will notify the employee in writing as to why the request was denied, with copies to the Association President and the appropriate District administrator. The District administrator will contact the supervisor to discuss the issue, options and a decision for resolution. The employee and the Association President will be made aware of that decision and will have the opportunity to continue to pursue the matter via the pre-grievance problem solving steps or the formal grievance procedure if they so choose.

The above process may also be used to address concerns with limits on individual or department copy budgets and availability of consumable curricular materials, provided that solutions may depend on individual circumstances and are at principal discretion.

Section 2. Problem Solving

The District and the Association have a mutual interest in promoting collegiality when contract-based problems arise, as an alternative or precursor to the grievance process as outlined in the collective bargaining agreement. Such a practice will promote efficiency, flexibility and potentially generate more creative solutions than could otherwise be achieved. The North Kitsap School District and the North Kitsap Education Association therefore mutually agree to a problem-solving process to incorporate the following:

A. Nothing in the problem-solving process will prevent the Association from ceasing the process and reverting to the grievance process.

B. The problem-solving calendar is intended to promote efficiency and timeliness.

C. The District and Association will communicate at the earliest opportunity and at a maximum within seven (7) calendar days, when informed of any contract-related issue, setting in motion the calendar shown below.

D. The Director of Human Resources and the President of NKEA take mutual responsibility to monitor the problem-solving calendar and process. They will communicate with affected parties throughout.

E. Problem Solving Calendar:

1. Problem identified, communicated to NKSD & NKEA within seven (7) calendar days.

2. By the conclusion of fourteen (14) calendar days following notice, data will be collected relevant information amassed and a sharing of that information will occur.

3. By the conclusion of seven (7) calendar days after data collection/sharing, recommendations will be produced, communicated to stakeholders.

4. If circumstances arise that render the calendar as stated unreasonable, the parties may agree, in writing, to extend the calendar.

5. Once a problem is identified, should the claimant choose the problem-solving option, the "30 day notice" clause of the grievance process (Article IX, Section 2) will be suspended until the conclusion of the problem-solving period as outlined in the calendar. However, the total number of days from notice of problem to the filing of Grievance Form A (should it be necessary) shall in no case exceed sixty (60) calendar days unless agreed to in writing by the Association and the District.

F. At the conclusion of the problem solving process, the Human Resources Director and President of the NKEA will communicate final decisions and resolutions to all affected parties and to the Superintendent in a written memo. In the event that the problem-solving process fails to produce a mutually-agreed upon solution, they will inform all parties as previously stated.

ARTICLE IX – GRIEVANCE

Section 1. Definition

A grievance is an alleged misinterpretation of, or misapplication of the terms and/or provisions of this agreement or written District policy if such policy affects employee hours, wages, terms or conditions of employment as defined in RCW 41.59. A grievant shall mean an individual, a group of individuals and/or the Association.

Section 2. Procedure for Processing Grievances

Grievances shall be processed as rapidly as possible. However, the grievant must present the written grievance within 30 calendar days after the grievant becomes aware of the action. Time limits under unusual circumstances may be extended by written mutual consent, including when work schedules are interrupted for vacations and school breaks. Facts and evidence shall be furnished to the Association and the District and witnesses shall be made available for questioning. The Association and the District shall have the right to explore all areas to gather facts pertaining to the grievance and represent a grievant or process a grievance at any step.

A. Informal Step

A certificated employee with a grievance shall discuss it first with the employee's immediate supervisor or, if the misinterpretation and/or misapplication arises from another administrative level, such administrator shall be considered the "immediate supervisor" for the purposes of this section. If the employee desires, the employee may be accompanied by a representative of their professional Association. Every effort shall be made to resolve the grievance at this level in an informal manner. In the event that a meeting is not held at this level within the 30 calendar day period above, the employee may implement Step 1 (B below).

B. Step I - Immediate Supervisor/Administrative Level

If the grievant is not satisfied with the informal disposition, the grievant shall put this grievance in writing on Grievance Form "A" and present it to the grievant's immediate supervisor or administrator for a written response on Grievance Form "B". The formal grievance shall be presented within 30 calendar days after the grievant becomes aware of the action or non-action giving rise to the grievance.

C. Step II - Superintendent

In the event that the grievant is not satisfied with the written disposition of the grievance at Step I or in the event no decision is reached within seven (7) calendar days after the presentation of the written grievance, the grievant or the Association within fourteen (14) calendar days shall notify the superintendent of the grievance. The superintendent, within fourteen (14) calendar days after notification shall informally meet with the grievant and the representative in an effort to arrive at an equitable solution. The superintendent shall respond to the grievant informally, in writing within seven (7) calendar days after the meeting. In the event the grievant is not satisfied with the superintendent's informal response, the grievant shall, within seven (7) calendar days, file the grievance formally on Grievance Form "B" with the superintendent. The superintendent shall respond formally in writing on Grievance Form "C" within seven (7) calendar days.

D. Step III - Arbitration

If no Step II decision is rendered, the Association, within twenty-one (21) calendar days of the receipt of the Step II decision or within 35 calendar days of the formal filing date at Step II may appeal to the American Arbitration Association or the Federal Mediation and Conciliation Service for arbitration under the voluntary rules.

The arbitrator shall hold a hearing within 30 working days of the arbitrator's appointment. Ten (10) working days' notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue a decision within 30 working days from the date final written briefs have been submitted or, if revised by both parties, 30 working days after completion of the hearing. These timelines are dependent upon mutual agreement of the parties and the arbitrator.

The arbitrator's decision will be in writing and will set forth 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 employer, the Association and the grievant(s).

E. 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 or board policy.

The arbitrator shall be without power or authority to make decisions which require the commission of an act prohibited by law.

The arbitrator shall limit this decision strictly to the application and interpretation of any agreement between the Association and the Board or any policy, rule or regulation of the Board which affects employee wages, hours, terms or conditions of employment.

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

1. Any matters involving employee evaluation, provided that procedural elements of Article XI, Section 4, shall be subject to the arbitrator's review.

2. Any matter involving employee probation procedures, discharge, non-renewals and/or reduction in force. This includes provisional employees.

Section 3. Costs

The parties shall split the cost of the arbitrator equally. All other expenses shall be borne by the party incurring them.

Section 4. Reprisals

No reprisals of any kind will be taken by the board or the school administration against any certificated employee because of the employee's participation in any grievance.

Section 5. Release Time

Should the investigation or processing of any grievance require that a certificated employee or an Association representative be released from such person's regular assignment, they shall be released without loss of pay or benefits. Whenever possible, a grievance shall be investigated and processed during non-working hours.

Section 6. Grievance Forms

Forms for filing and processing grievances shall be provided by the District and shall be available in each building in the District. Sample copies may be found in the Appendices.

ARTICLE X – REDUCTION IN FORCE

Section 1. Statement of Intent

The Association and the District understand the benefits of retaining highly qualified staff, maintaining appropriate staff to student ratios, and creating an instructional program that enhances student success. The Board will enact a reduction in force only in the absence of other resource options. The procedures

in this article are intended to ensure a fair and transparent process that includes multiple opportunities for input by the Association. Nothing in the language in this article supersedes the Board's legal authority to enact such a process.

Section 2. Seniority Criteria

The following seniority criteria shall be applied in the order in which the criteria are listed:

A. Definition: Contracted years of employment shall be determined to the nearest one-tenth (1/10) of a year by using the sum of all contracted full-time equivalent employment days during a school year divided by 180 days.

B. Employees shall be ranked as to total longevity seniority as a certificated employee in Washington state.

C. In the event ties exist in the application of "B" above, those certificated employees shall be ranked as to total longevity as certificated employees in the District.

D. In the event ties still exist in the application of "C" above, those certificated employees shall be ranked as to total education credits beyond the B.A. as computed by the District in accordance with placement on the salary schedule, as of October 1 of the current school year.

E. In the event ties continue to exist, comprehensive summative evaluation performance ratings from an employee's most recent comprehensive evaluation will be used to break the tie between two classroom teachers; and

F. In the event ties continue to exist, a final selection shall be made by lot by a disinterested third party.

G. The president of the Association for the year during which this procedure shall be implemented shall, for the purposes of seniority, be placed ahead of the most senior certificated employee in the District.

Section 3. Annual Seniority Verification

Every certificated employee shall be listed in conformance with Section 1 above. The list shall be ordered from the highest rating with respect to criteria to the lowest. Every certificated employee to which this procedure applies shall be provided with a list upon which that employee's name appears. In addition, the Association shall be provided with a copy of the list which includes the information specified in this section.

Section 4. Appeals

Any staff member may, in writing, and within five (5) working days of receipt of the list, file with the superintendent the staff member's objections to the ranking order. The employee may request consideration for the modification of the ranking order. Said individual must include in the request a full statement as to the facts on which the employee contends the list should be modified. If the superintendent rejects the individual's request for modification of the list, the individual shall do so in writing and provide the individual and the Association with copies thereof. No appeal to the

superintendent shall prevent the board from taking action prior to May 15, or June 1 if the omnibus appropriations act has not passed the legislature by May 15, to notify employees.

Section 5. Overview of Procedural Steps

Upon the Board's determination that the necessity exists to implement a reduction in staff due to insufficient funds to maintain the current level of staffing and services, the following procedures shall be utilized:

A. Consultation with Association Leadership

B. Attrition

C. Identify the positions to be reduced

D. Staff selection

E. Notification of staff

F. Assignment of remaining staff

G. Fill vacancies through an employment pool

Section 6. Consultation with Association Leadership

Prior to making a recommendation to the Board of Directors, the District will meet with Association leadership for the purpose of discussing the proposed reduction in force and implementation of this Article. The staffing requirements and projected student enrollments determined by the employer for elementary, middle, and high school levels will be provided to the Association.

The funds available for the implementation of the educational program shall be provided to the Association for a comprehensive review. To assist the Association in conducting its review, the Association shall be provided the opportunity upon request to meet with District business officials to receive specific information related to the reduced program.

The recommendations the superintendent will make to the Board of Directors will be given to the Association at least five days if possible, prior to Board consideration. The Association will have the right to submit advisory oral and/or written commentary prior to final Board action.

Section 7. Attrition

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 of absence, discharge or non-renewal, and voluntary reductions from full-time to part-time assignments.

If a voluntary transfer could take place to reduce the number of riffed positions, and is approved by the District, the District will provide two (2) days of per diem pay for moving and preparation.

Section 8. Identify the Positions to be Reduced

A. In the event there exists probable cause for reduction in force because of economic conditions, the employer will determine the number of positions that will be available to operate the instructional program. The employer will provide to the Association the budget documents requested by the Association which are relevant to the reduction-in-force decision.

B. The necessity for and the extent of staff reduction will be determined by the Board of Directors after receiving the recommendations of the Superintendent.

C. This procedure shall apply equally to all employees in the bargaining unit covered by this agreement, with the exception of leave replacement, retire-rehire employees, and employees on non-continuing contracts.

D. In the event other policies, rules or regulations of the employer are found to be in conflict with this procedure, this procedure shall be controlling.

E. Retention Categories

1. Elementary (K-5) classroom teachers
2. Middle school (6-8) subject-area teachers
3. High school (9-12) subject-area teachers
4. Support Staff (counselors, instructional coaches, learning specialists, librarians, occupational therapists, physical therapists, speech and language pathologists, and TOSAs)
5. Special Education teachers

F. Category Qualifications

1. Elementary (K-5) classroom teachers shall meet any one of the following criteria:
   a. K-12 Certification and hours or credits equivalent to a major or minor in elementary education
   b. K-12 Certification and previous elementary teaching experience
   c. K-8 Elementary Endorsement
2. Middle school (6-8) subject-area teachers shall meet any one of the following criteria:
   a. K-12 Certification and hours or credits equivalent to a major or minor in the subject area
   b. K-12 Certification and assignment in the subject area at the secondary level within the last three years
   c. 4-12 or 4-9 Subject Area Endorsement
   d. K-8 Endorsement and hours or credits equivalent to a major or minor in the subject area

e. K-8 Endorsement and assignment in the subject area at the secondary level within the last three years

3. High school (9-12) subject-area teachers shall meet any one of the following criteria:

a. K-12 Certification and hours or credits equivalent to a major or minor in the subject area

b. K-12 Certification and assignment in the subject area at the secondary level within the last three years

c. 4-12 or 4-9 Subject Area Endorsement

4. Support Staff shall have the credential, certification or license required for the position.

5. Special Education teachers shall meet any one of the following criteria:

a. Special Education Endorsement

b. Hours or credits equivalent to a major or minor in Special Education

c. A majority of teaching assignment in Special Education during the current school year

6. Major and Minor Equivalency is defined as follows and will be based on semester units, quarter units, and clock hours which are on record with the Human Resources Department on the last day of April.

Major Equivalency is defined as meeting any of the following criteria:

a. Thirty (30) semester units

b. Forty-five (45) quarter units

c. Four hundred and fifty (450) clock hours related directly to the subject area

d. Any proportional combination of semester units, quarter units, and clock hours equivalent to 45 quarter units. 1 semester unit is equivalent to 1.5 quarter units. 1 quarter unit is equivalent to 10 clock hours.

Minor Equivalency is defined as meeting any of the following criteria:

a. Fourteen (14) semester units

b. Twenty (20) quarter units

c. Two hundred (200) clock hours related directly to the subject area

d. Any proportional combination of semester units, quarter units, and clock hours equivalent to 20 quarter units. 1 semester unit is equivalent to 1.5 quarter units. 1 quarter unit is equivalent to 10 clock hours.

Section 9. Staff Selection

A. Certificated staff reduction is a district-wide process, not a building by building process. School program needs are combined to create District program needs (e.g., staff members are placed based on the total number of teachers required across the District at the elementary and secondary level).

B. Teachers will be placed in available District positions based on seniority, qualifications and current assignment, in the following manner:

The District will identify the least senior employee(s) currently assigned to the category or categories in which positions are being eliminated up to the amount of FTE being reduced in each category. These employees shall be considered "displaced employees."

Beginning with the most senior displaced employee, the District shall reassign that employee to replace a less senior employee in any other category for which the displaced employee qualifies.

The less senior employee who is now displaced shall be reassigned in a similar manner, if possible. If there is no less senior employee for a displaced employee to replace, the employee shall be identified for layoff.

C. A copy of the proposed list for retention and non-renewal shall be delivered to the Association and the original delivered to the board as soon as possible but in no case later than May 15, or June 15 if the omnibus appropriations act has not passed the legislature by the end of the regular legislative session for that year.

The District will meet with Association Leadership before the list is submitted to the Board for the purpose of reviewing implementation of section b above. This meeting will occur no less than three days prior to Board submission, if possible.

Section 10. Notification of Staff

Individuals selected for non-renewal and/or those to be adversely affected in contract status shall be notified of probable cause for non-renewal and/or adverse change in contract not later than May 15, or June 15 if the omnibus appropriations act has not passed the legislature by the end of the regular legislative session for that year.

Notification of staff will be done in person and on the same day district-wide, unless prevented by unforeseen circumstances.

Non-renewed employees may appeal in accordance with procedures in state statue. Information about the appeal process will be included in the written notification of non-renewal.

Staff will be notified at the end of their workday, if possible. Release time on the day of notification will be provided if requested.

Section 11. Assignment of Remaining Staff

Following notification of non-renewal specific job assignments, school locations and transfer needs for remaining staff will be determined.

The District and the Association agree that voluntary transfer is preferred over involuntary transfer. Prior to involuntary transfer being affected, the District will first ask for volunteers who are willing to be transferred. Employees shall have five (5) working days to request a voluntary transfer.

Any employee who is assigned to teach or serve in an area outside of the employee's endorsement will not be non-renewed based on teaching performance in that area and the out-of-endorsement assignment will be noted on the annual evaluation as per state law. The District will provide support for successful teaching in this out-of-endorsement assignment.

Any person displaced and reassigned to a different site/building as a result of a reduction in force will have the first priority for filling vacancies that arise in the site/building from which the employee was displaced up to the sixth business day before the first day of school. This right to return can be extended to later in the school year if it is agreed to by all parties, including the sending and receiving principals. 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, unless it would prevent a laid off employee from being rehired.

A staff member displaced in a reduction of force process may request assistance directly to the building administrator for the purposes of obtaining support for success in their new assignment.

Section 12. Recall Procedure

A. All certificated employees who are non-renewed or whose contract status is adversely affected as a result of a reduction in force will be placed in an employment pool for recall.

B. Employment pool personnel shall keep the District personnel office advised of their current addresses and phone numbers.

C. When a vacancy occurs for which any person in the employment pool qualifies, notification from the District to such individual will be by certified or registered mail and by email or phone. Such individual shall have ten (10) calendar 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.

D. If any individual in the employment pool fails to accept a full-time position for which the employee is eligible, or not receive the employment notice because the District was not kept up to date of the individual's address, pursuant to this procedure such individual shall be dropped from the employment pool.

E. Employees who were previously assigned to full-time positions will be recalled to full-time positions, provided that such employees will have the option of accepting or rejecting any part-time position without losing the right to be recalled to any full-time position that may become

available in accordance with c. Such employees may reject a non-equivalent position without being dropped from the pool.

Employees who were previously assigned to part-time positions shall have the right to be recalled to any position up to their previous FTE. No part-time employee has the right to be recalled to any position with FTE greater than the position held at the time of layoff, but such employee may be offered a position with greater FTE if the District and the Association determine that it will not adversely impact another employee in the employment pool.

F. The District shall exhaust the recall pool to the eligible staff before it can hire any certificated employee covered by this agreement.

G. The District shall draw their substitutes from the recall pool to the extent that they are available and shall give preference to those in the pool in the calling of substitutes, based on seniority.

H. Employees may retain at their own expense their insurance eligibility while on reduction in force status.

If an employee is rehired into a leave replacement contract and the District subsequently has a regular contract position available, then the District shall transfer the regular contract status to the RIF rehire and transfer the leave replacement status to the open position.

Section 13. Priorities of Procedures

The right to return procedures and the recall procedures shall take precedence over the vacancy and transfer procedures described in other sections of the contract. 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.

Section 14. Application to Law

No provision of this policy shall be considered as an abrogation of the rights of any certificated employee, pursuant to Washington statute, nor any of the District's or the Association's responsibilities under the statute.

ARTICLE XI – SUPPORT STAFF EVALUATION PROCEDURE

Section 1. General Provisions

A. During each school year support staff shall be observed in the performance of their primary work assignment for the purpose of evaluation subject to and consistent with the provisions set forth herein in this Article XI. The definitions of "classroom teacher" and "support staff" are found in Article XII, Section 2. For purposes of this Article XI only, the term "employee" shall refer solely to "support staff."

B. All formal observations of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

C. Evaluation shall be for the purpose of improvement of performance.

D. An employee appeal of this evaluation procedure, through the grievance procedure, shall be limited to the procedural application of said procedure.

E. Any changes to forms used in the evaluation process must be approved by both the District and Association.

Section 2. Responsibility for Evaluation

A. For the purposes of this article, the evaluator will be a building administrator and/or an immediate supervisor. Building-level TOSAs will be evaluated by a building administrator and district-wide TOSAs will be evaluated by their district-level administrator.

B. An employee assigned to more than one (1) school building shall be evaluated by the assigned building administrator in which the employee is assigned a majority of the employee's work responsibilities and assignments.

C. An employee not assigned to a specific building nor assigned to a building in which the employee performs a majority of the employee's work responsibilities and assignments shall be evaluated by the employee's immediate supervisor.

D. If the immediate supervisor states in writing that an employee who is being evaluated on the Short Form system is no longer meeting minimum standards and should be moved to the long form cycle in the middle of the year, the employee may request that an outside evaluator be brought in to verify that the employee is performing below minimum standards. This outside evaluator shall be an experienced administrator from within the District (excluding the employee's immediate supervisor) or an experienced administrator from outside the District. If the outside evaluator agrees with the initial judgment of the immediate supervisor, the employee shall be evaluated using the long form cycle. Such change shall be made by December 15 and the Association will be notified in writing within 5 days.

E. No member of the bargaining unit shall evaluate any other member of the bargaining unit.

F. Any complaint made against an employee which may be used in evaluating the employee shall be called to the attention of the employee within ten (10) working days, affording the employee the right to answer such complaint. If the employee elects to challenge the truth of the complaint and if it is subsequently determined to be untrue, then it shall not be used in the written evaluation.

Section 3. Evaluation Criteria

A. All employees shall be evaluated in accordance with the criteria set forth in this article. All evaluations shall acknowledge the strengths and deficiencies, if any, of the employee and shall also acknowledge supportive information for the conclusions made by the evaluator.

B. Evaluations provided by this article shall be based upon written observations and shall be documented on the Employee Evaluation Form maintained on the District website.

C. The evaluator shall, in the process of observing and evaluating an employee, take into consideration and note in writing any circumstances observed by the evaluator or communicated by the employee to the employer that may adversely affect an employee's performance and rating.

D. Each employee shall be given a copy of the Employee Evaluation Form and criteria to be used in the evaluation process prior to the first observation.

Section 4. Evaluation

A. New Employees

1. All employees who contract with the employer for the first time will be defined as "provisional employees" for a period of three (3) years, or one (1) year if the employee has completed at least two years in another school district, and shall be observed at least twice annually. A second year provisional employee who receives a satisfactory evaluation may be granted continuing status for the subsequent school year.

2. The first observation for provisional employees shall be made within the first 90 calendar days of the commencement of their responsibilities in each year.

3. The second observation for provisional employees shall be completed by May 1 of the school year.

B. Continuing Employees

1. All employees who contract again with the employer after their provisional period in the District shall be defined as continuing employees and shall be evaluated pursuant to this article.

2. After an employee has four (4) consecutive years of satisfactory evaluations, the evaluator and the employee may mutually agree to use the Short Form Evaluation Report. The administrator of each building shall assign any teacher who chooses this option to a balanced six (6) year cycle i.e., five (5) years on short form and one year (1) on long form. The Short Form evaluation will include a 30 minute observation with a written summary. The employer shall certify before May 31 on the Short Form Evaluation Report that the employee's performance meets the statutory evaluation requirements for the current school year. The short form evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory, nor as probable cause for non-renewal of an employee's contact.

Section 5. Observation Procedure

"Formal Observation" is a pre-arranged observation of at least 30 minutes in length. A pre-observation and post-observation conference are required for formal observations.

"Instructional Visits" are observations for evaluative purposes to reach the required number of observation minutes and will be at least 10 minutes in length. Teachers will receive written feedback/notes from their evaluator from the instructional visit.

A. Required Observations

1. Provisional employees shall receive a formal observation at least one (1) time within the first 90 calendar days from the commencement of their responsibilities in each provisional year. The total observation time within the school year shall be not less than 60 minutes. The remaining observations may be either formal observations or instructional visits, and shall occur prior to May 31.

2. Continuing employees on the long form cycle shall have at least one (1) formal classroom observation during the school year. The total observation time within the school year shall be not less than 60 minutes. The first of these required observations shall occur before the end of the first semester. The remaining observations may be either formal observations or instructional visits, and shall occur prior to May 31.

3. Continuing employees on the short form cycle shall have one (1) 30 minute formal observation before May 31.

B. Additional Observations

1. In addition to the above required observations, additional observations may be made by the evaluator.

2. Any additional observations shall be subject to the provisions of this article if they are to be used in the evaluation process.

C. Pre-Observation Conferences

1. A pre-observation conference shall be held between the evaluator and the employee prior to each required observation to apprise the evaluator of the employee's objectives, methods and materials planned for the situation to be evaluated.

2. If a required observation is scheduled and the evaluator is unable to attend, another pre-observation conference shall be held at the request of either the evaluator or the employee.

3. A pre-observation conference form may be used in addition to, or in lieu of, a pre-observation conference upon the mutual agreement of the teacher and evaluator. The pre-observation form may be completed at the pre-observation conference.

D. Post-Observation Conferences

1. Within one (1) working day following any observation, the evaluator will provide the employee with a copy of any observation notes made.

2. There shall be a post-conference within three (3) working days of the observation to provide feedback on the observed performance and to enable the employee to respond to the observation notes and any conclusions drawn from it.

Section 6. Evaluation Report

A. Provisional Employees and Continuing Employees on the Long Form

1. The evaluation for provisional employees shall be completed by May 31.

2. The Employee Evaluation Form for continuing employees on the long form shall be completed by May 31. A meeting on the evaluation shall be held before the aforementioned dates. At this meeting, the evaluator will provide the employee with a copy of the written Employee Evaluation Form and will discuss the evaluation with the employee.

3. The evaluation will be filed in the employee's personnel folder.

4. Employees shall meet with their assigned evaluator by February 15 of each school year to review their performance. The evaluator will inform the employee in writing of areas that need improvement, if applicable. If the Mid-Year preliminary judgment indicates performance at a level below Satisfactory, the District and the Association will be notified by February 28 and support will be given. Failure to comply with this procedural requirement shall not prevent the District from non-renewal provided for in RCW 28A.405.220.

B. Continuing Employees on the Short Form

1. Continuing employees who choose the short form evaluation process shall have the Short Form Evaluation Report placed in their personnel file by May 31. They will be given a copy of the summary of the 30 minute observation which will follow, but this Employee Observation Form shall not be placed in their personnel file. Employees may choose to have any additional observation forms added to their personnel files.

2. One (1) copy of the Short Form Evaluation Report shall be retained by the employee and one (1) copy shall be placed in the employee's personnel file. All copies shall bear the signature of both the employee and the evaluator. The signature of the employee does not, however, necessarily imply that the employee agrees with the content of the evaluation report.

C. Following the evaluation conference, the employee may submit at the employee's discretion, signed comments concerning the evaluation report. These signed comments shall be made a part of the official evaluation report and shall be placed in the employee's personnel file.

D. No evaluation/evaluation conference shall be used as a forum to discipline employees.

E. An employee shall have the right to have an observer of the employee's choice present during an evaluation conference.

Section 7. Needs Improvement

A. "Needs Improvement" does not indicate a major work deficiency. It will be used only for areas that are minimally satisfactory but could be improved. Major deficiencies shall be covered in Sections 8 and 9.

B. To facilitate improvement, a principal may provide recommendations for improvement and positive assistance to implement these recommendations (including free time during the employee's regular work day, material resources, consultant resource persons and/or classes in those areas to be improved).

C. When an employee has shown significant improvement in an area marked "Needs Improvement" on the Employee Evaluation Report, a note shall be added to the employee's personnel file indicating that improvement has been made and the employee shall be considered to be meeting requirements in that area.

Section 8. Performance Deficiencies and Planned Program for Improvement (Continuing Employees)

A. In the event that an Employee Evaluation Report indicates that an employee has specific primary work deficiencies in one (1) or more areas defined in the evaluation criteria, the principal or primary evaluator and the employee shall attempt to develop a mutually agreeable written plan designed to correct the recorded deficiencies. If such a plan cannot be agreed upon, the evaluator shall prepare, deliver and discuss a plan with the employee.

B. Any prepared plan shall include specific, reasonable recommendations for improvement and with definite, positive assistance including time (during the regular working day), material resources and as resources allow, consultant resource persons to implement the recommendations.

C. If an evaluator finds an employee deficient in the employee's primary work performance, one (1) additional observation and evaluation for a full class period, or its equivalent for non-classroom employees, shall be required within four (4) consecutive weeks from the date of the previous evaluation. Should the employee correct said deficiencies during this time period, there shall be an addendum affixed to the evaluator's Employee Evaluation Report. Each additional observation shall be followed by a written Employee Evaluation Report and a conference between the employee and the evaluator.

Section 9. Employee Probationary Status (Continuing Employees)

If after completing the above Section 8 procedures, the evaluator determines that the employee's overall performance of the employee's primary work assignment is unsatisfactory based on the evaluation criteria, the following provisions shall be implemented.

A. Prior to the employer or the employer's authorized representative taking any official action regarding probation, a conference shall be held between the evaluator and the affected employee and the employee's designated representative. The superintendent may, at the superintendent's discretion, attend this conference. At said conference the parties will review and discuss the employee's performance and the possibility of placing the employee on probation.

Nothing will prevent the parties at this conference from reaching an alternative course of action.

B. In the event that the evaluator, after the completion of Section 9.A., determines to recommend an employee for probation, said evaluator shall make every effort to notify the employee and the superintendent in writing on or before 60 work days prior to May 1.

C. The evaluator's recommendation for probation shall include the following:

1. All evaluation reports prepared pursuant to this article.

2. A precise definition of the problem in terms of employee assignment deficiencies based on the evaluation criteria.

3. A precise set of reasonable expectations delineating what will constitute an acceptable level of performance in the deficient areas.

4. A prescription for remediation which defines courses of action and time-expectations for the affected employee to reach an acceptable level of performance.

5. A prescription for assistance by the employer, whereby the employee will be assisted, counseled and tutored in improving the level of performance to the acceptable level.

D. If the superintendent concurs with the evaluator's recommendations and decision, the superintendent shall place the employee on a probationary status. On or before 60 workdays prior to May 1, the employee shall be given a written notice of said action. The notice shall contain the information provided for in Section 9.C. above. It is further agreed that all such notices shall be consistent with appropriate state statutes and this agreement.

E. The purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in the employee's area of deficiency.

1. Upon the employee's receipt of a probationary letter written by the superintendent, the evaluator shall hold a conference with the employee to discuss performance deficiencies and the remedial measures to be taken, as provided for and documented within the probationary letter. A copy shall be placed in the employee's personnel file, with a copy of the Employee Evaluation Report(s) and Employee Observation Form(s) attached.

2. During the probationary period the evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the performance progress, if any, made by the employee. All Employee Evaluation Reports shall be made subject to the provisions heretofore defined in this article.

3. The probationary employee may be removed from probation at any time if the employee has demonstrated improvement to the satisfaction of the evaluator in those areas defined in the employee's notice of probation.

F. Unless the employee has previously been removed from probation as provided in Section 9.E.3. above, the evaluator shall submit a written report to the superintendent with a copy to the affected employee not later than May 1. The report shall identify whether the performance of the employee has improved and shall set forth one (1) of the following recommendations for further action:

1. To remove the employee from probationary status.

2. To non-renew the employment contract of the employee.

G. The superintendent shall review the complete evaluation record of the employee. In the event the superintendent determines that there exists probable cause or causes to non-renew the contract of the employee due to a failure to achieve the necessary improvement, the superintendent shall provide a written notice thereof to the employee with a copy to the Association president on or before May 15, or June 1 if the omnibus appropriations act has not passed the legislature by May 15.

Section 10. Criteria – Employee Evaluation

The employer agrees that in the application of this procedure, that adverse evaluations will only be given when good cause exists.

The employer agrees to provide necessary support and assistance to said employees in maintaining an appropriate learning environment within the District.

This evaluation procedure will be applied fairly and consistently and, further, no employee shall be evaluated in an area outside the scope of the employee's primary work assignments.

The following criteria will be used in the evaluation of educational staff associates:

A. Knowledge and Scholarship in Special Field

Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. Such person demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12 and demonstrates the ability to integrate the area of specialty into the total school milieu.

Consider the following:

1. Provides a theoretical rationale for the use of various procedures.

2. Demonstrates understanding of the basic principles of human growth and development.

3. Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals.

4. Relates and applies knowledge, research findings and theory deriving from the individual's specific discipline to the development of a program of services.

B. Specialized Skills

Each certificated support person demonstrates in such person's performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

Consider the following:

1. Designs and conducts a program providing specific and unique services within the individual's specific discipline.

2. Demonstrates ability to synthesize and integrate testing and non-testing data concerning the student.

3. Helps others involved with the student interpret and use data appropriately and accurately.

4. Administers assessment procedures or organizes and prepares those who will administer assessment procedures.

5. Demonstrates ability to assist teachers and administrators integrate specialized information into the regular curricular program.

6. Develops goals and objectives consistent with District-level goals and objectives which will facilitate the implementation of programs and services.

C. Management of Special and Technical Environment

Each certificated support person demonstrates an acceptable level of performance in managing and organizing special materials, equipment and environment essential to the specialized programs.

Consider the following:

1. Selects or recommends testing and non-testing devices, materials, equipment appropriate to student needs.

2. Demonstrates the use and an understanding of the limitations and restrictions of devices, materials and procedures, etc.

3. Uses comparative and interpretive data.

4. Creates an environment which provides privacy and protects student and family and local District policies.

D. The Support Person as a Professional

Each certificated support person demonstrates awareness of such person's limitations and strengths and demonstrates continued professional growth.

Consider the following:

1. Demonstrates awareness of the law as it relates to areas of specialization.

2. Demonstrates awareness of responsibilities to students, parents, and other educational personnel as defined by the professional code of ethics supported by the support person's competence area.

3. Demonstrates commitment to school and professional activities (attendance at local, District and state meetings, consortium activities, participation on special committees, etc.).

4. Demonstrates commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study.

E. Involvement in Assisting Students, Parents and Educational Personnel

The certificated support person demonstrates a thorough understanding of the importance of involving students, parents and educational personnel in the development and operation of the support programs.

Consider the following:

1. Consults with other District personnel and parents concerning the development, coordination and/or extension of services to students needing specialized programs.

2. Plans and develops a program to serve the preventative and developmental needs of the school population and the special needs for some students when appropriate.

3. Interprets needs of students to parents, staff and community in group and individual settings via oral and written communications.

4. Works cooperatively with staff in selection of resources and meeting needs of students for instructional purposes.

ARTICLE XII – CLASSROOM TEACHER EVALUATION PROCEDURE

Section 1. Introduction

A. The purpose of the evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction. The following evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110:

1. An evaluation system must be meaningful, helpful, and objective;

2. An evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement;

3. An evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and

4. An evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.

B. Additionally, as described in WAC 392-191A-050, the purposes of evaluations of certificated classroom teachers shall be, at a minimum:

1. To acknowledge the critical importance of teacher quality in impacting student growth and support professional learning as the underpinning of the new evaluation system.

2. To identify, in consultation with classroom teachers, particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher needs to improve the teacher's performance.

3. To assist classroom teachers, who have identified areas needing improvement, in making those improvements.

C. No member of the bargaining unit shall evaluate any other member of the bargaining unit.

Section 2. Applicability

This evaluation system only applies to classroom teachers, specifically those staff with an assigned group of students who provide academically focused instruction and grades for students. The term "classroom teacher" does not include Support Staff (counselors, librarians, elementary specialists, occupational therapists, physical therapists, speech and language pathologists, school psychologists, and TOSAs) or PAL certificated staff. Support staff listed above will be evaluated in accordance with Article XI.

For staff hired after September 1 the following modifications to the timelines in Section 6 will apply:

A. Initial Meeting in 6.D.1 will occur within 2 weeks of starting the job;

B. Evaluation Notification with related timelines (6.D.3 and 6.D.4) will occur within 4 weeks of starting the job; and

C. Goal Setting (6.D.5), if required, will occur within 6 weeks of starting the job.

Section 3. Professional Development

Prior to evaluations, teachers will receive adequate professional development to ensure understanding of the Marzano framework and evaluation process. Prior to evaluations, principals will receive adequate evaluator training, with an emphasis on developing rater reliability (RCW 28A.405.120). Documentation of the trainings for both principals and teachers should be maintained and available to both the District and NKEA.

Section 4. State Criteria, Framework, and Scoring

A. The eight state evaluation criteria are:

1. Centering instruction on high expectations for student achievement. (Expectations)

2. Demonstrating effective teaching practices. (Instruction)

3. Recognizing individual student learning needs and developing strategies to address those needs. (Differentiation)

4. Providing clear and intentional focus on subject matter content and curriculum. (Content Knowledge)

5. Fostering and managing a safe, positive learning environment. (Learning Environment)

6. Using multiple data elements to modify instruction and improve student learning. (Assessment)

7. Communicating and collaborating with parents and the school community. (Families & Communities)

8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning. (Professional Practice)

B. The District and the Association have agreed to use the Marzano Instructional Framework. The full Marzano framework and rubric can be found on the District website.

C. Criterion Performance Scoring

Criterion scores, including instructional and student growth rubrics, must be determined by an analysis of evidence. Rubrics and evidence are used to determine component scores. Elements (or sub-components) are not scored. Criterion scores will be determined from totals of the component scores using the following table:

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

D. Summative Performance Rating

Classroom teachers receive a summative rating for each of the eight state evaluation criteria. The overall summative score and rating is determined by totaling the eight criterion-level scores as follows:

1. 8-14 – Unsatisfactory (1)

2. 15-21 – Basic (2)

3. 22-28 – Proficient (3)

4. 29-32 – Distinguished (4)

Section 5. Definitions (from WAC 392-191A-030)

"Artifacts" shall mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts. An individual artifact may serve as evidence for more than one component.

"Criteria" shall mean one of the eight (8) state defined categories to be scored.

"Component" shall mean the sub-sections of each criterion, such as 2.1, 2.2, etc.

"Element" or sub-component shall mean the sub-sections of each component, such as 2.2.1, 2.2.2, etc.

"Evidence" means observed practice, products or results of a certificated classroom teacher that demonstrate knowledge and skills of the educator with respect to the four-level rating system. A conversation with verification between a teacher and a principal can count as evidence. Evidence should primarily be a "natural harvest" gathered from the essential work that effective teachers are already doing. Student and parent input will not be used as evidence, but could initiate further observations or evidence gathering.

"Formal Observation" is a pre-arranged observation of at least 30 minutes in length. A pre-observation and post-observation conference are required for formal observations.

"Instructional Visits" are observations for evaluative purposes to reach the required number of observation minutes and will be at least 10 minutes in length. Teachers will receive written feedback/notes from their evaluator from the instructional visit.

"Not Satisfactory" means:

A. Level 1—Unsatisfactory—Receiving a 1 is not considered satisfactory performance for all teachers.

B. Level 2—Basic—If the classroom teacher is on a continuing contract with more than five years of teaching experience and if the level 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.

"Student growth" means the change in student achievement between two points in time.

"Student growth data" means relevant multiple measures that include formative and summative classroom-based, school-based, school district-based, and state-based tools. Assessments used to

demonstrate growth should originate at the classroom level and be initiated by the classroom teacher, in collaboration with their evaluator.

Section 6. Comprehensive Evaluation

A. A Comprehensive Evaluation must be completed at least once every six (6) years.

B. Observations and gathering of evidence

1. All classroom teachers shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties. Total observation time for each employee shall be not less than sixty minutes. An employee in the third year of provisional status shall be observed at least three times in the performance of the employee's duties and the total observation time shall not be less than ninety minutes. New employees shall be observed at least once for a total observation time of thirty minutes during the first ninety calendar days of their employment.

2. Both the teacher and the evaluator will contribute to evidence collection necessary to complete the evaluation. Said collection will be accomplished openly and, whenever possible, jointly. An evaluator may request but not require a teacher to submit artifacts for completion of the evaluation.

C. Scheduling Meetings

Reasonable attempts will be made to schedule all meetings mentioned in this section within the contracted workday or at times that are mutually agreed to by the classroom teacher and the administrator. Meetings may occur during planning time only if it is mutually agreed to by both parties.

D. Process for completion

1. Initial Meeting: Administrator will meet with the staff by September 15 to discuss the Marzano Teacher Evaluation/Framework and to explain the evaluation process, timeline, and forms. The NKSD Comprehensive Teacher Evaluation Timeline, Full State Rubric, Observable/Non Observable Classroom Strategies Form, and the Marzano Teacher Evaluation Model at a Glance will be available on the District website.

2. Self-Assessment: If a self-evaluation is completed, the teacher is not required to share it with the teacher's evaluator.

3. Evaluation Notification: By October 1, each teacher will be notified in writing of whether they will be on a focused or comprehensive evaluation and who their evaluator will be.

4. Prior to October 10 teachers may submit a written request to the Human Resources Department (with an optional copy to the Association President) for an alternate evaluator. Such requests will be thoughtfully considered and classroom teachers will be notified in writing by October 20 with approval or an explanation if the request is denied.

5. Goal Setting: By November 1, each classroom teacher will have submitted student growth goals/measurements to their evaluator. Classroom teachers focusing on criterion 8, or on a comprehensive evaluation will have submitted professional growth goals.

6. Formal Observations

   a. A formal observation is one which lasts at least 30 minutes. A pre-conference and post-conference are required for each formal observation. Each classroom teacher will have completed a formal observation cycle before the end of first semester. Evaluators may choose to conduct additional formal observations during the school year.

   b. Pre-Observation Conference

      i. A pre-observation conference will be held prior to each formal observation. The purpose of the pre-observation conference is to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

      ii. If a formal observation is scheduled and the evaluator is unable to attend, another pre-observation conference shall be held at the request of the classroom teacher. A pre-observation conference form may be used in addition to, or in lieu of, a pre-observation conference upon the mutual agreement of the teacher and evaluator. The pre-observation form may be completed at the pre-observation conference.

   c. Formal Observation

      Formal observations will occur no later than five (5) days after the pre-observation meeting. The evaluator will document all formal observations and provide a copy of the notes to the employee within one (1) working day of the observation.

   d. Post-Observation Conference

      i. A post-observation conference will be held no later than three (3) days after each formal observation. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation and to discuss the teacher's performance.

      ii. If there is an area of concern, the evaluator will identify specific concerns for the applicable component or criteria and provide possible solutions to remedy the concern in writing. The teacher will have an opportunity to attach written comments to the Observation Form.

7. Mid-Year Feedback

Each teacher will meet with their evaluator by February 15 to receive feedback and discuss preliminary scores for components and criteria for which evidence has been collected to date. A copy of the preliminary scores will be provided to the teacher. If there is an area of concern, the evaluator will identify specific concerns for the applicable component or criteria and

provide possible solutions to remedy the concern in writing. This meeting may coincide with a post-observation conference.

8. Additional Evidence Collection

   a. An Instructional Visit is a documented observation for the purpose of evaluation that is not required to be pre-scheduled. Instructional Visits must last at least 10 minutes. Pre-observation and post-observation conferences are not required for Instructional Visits.

   b. The evaluator will document each Instructional Visit and provide a copy of notes to the employee within one (1) day.

   c. Other observations of teachers in their assigned duties may be used as evidence collection for the purpose of evaluation.

   d. The teacher may provide additional artifacts and evidence to aide in the assessment of the teacher's professional performance.

   e. If the teacher believes a preliminary component or criterion score requires collection of further evidence, they may request until May 15 any of the following prior to completion of the final evaluation:

      i. Additional formal observation

      ii. Additional Instructional Visits to gather new evidence

      iii. Review of evidence provided by the teacher

      If the request is denied, then the employee will be notified in writing as to the reason for the denial.

9. Electronic monitoring

   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.

10. End of Year Final Evaluation/Conference

    a. No later than May 31, the teacher and evaluator will meet to discuss the teacher's final summative score. The final summative score must be determined by an analysis of evidence from the current school year. The student growth rating can include relevant formative and summative classroom-based, school-based, school district-based, and state-based tools. The final summative score and student growth rating will be provided to the employee on the Evaluation Form. An employee shall have the right to have an observer of the employee's choice present during an evaluation conference.

    b. The teacher has the right to provide additional evidence for each criterion/component to be scored.

c. If the evaluator scores the teacher below Proficient in any of the eight criteria, clear and sufficient evidence will be provided by the evaluator at the component level to the employee that justifies the score.

d. Principal completes the final Evaluation Form and obtains the teacher's signature by May 31. The signature of the teacher does not necessarily imply that the employee agrees with its contents. The teacher may attach written comments to observations and to the final annual evaluation report.

Section 7. Focused Evaluation

A. Focused evaluation option is available for non-provisional teachers that have scored at Proficient or higher in the previous year. The teacher may stay on a focused evaluation option for up to five (5) years before returning to the Comprehensive Evaluation.

B. 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.

C. The teacher selects one of the eight state criteria. If criteria 1, 2, 4, 5, or 7 is selected, the teacher must also complete the student growth components in criterion 3 or 6.

D. A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative 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. There is no separate Student Growth Impact Rating, although student growth elements are embedded within the evaluation of the focused criterion.

The chart below is for determining whether a Proficient teacher has provided evidence of exemplary practice on the focused criterion and will be awarded a (level 4) Distinguished rating for that year; and for feedback purposes on the employee's focused criterion.

Criterion	# Components (Including Student Growth)	Unsatisfactory (Level 1)	Basic (Level 2)	Proficient (Level 3)	Distinguished (Level 4)
1	6	6-8	9-14	15-20	21-24
2	10	10-14	15-24	25-34	35-40
3	4	4-5	6-9	10-13	14-16
4	4	4-5	6-9	10-13	14-16
5	8	8-11	12-19	20-27	28-32
6	5	5-7	8-12	13-17	18-20
7	4	4-5	6-9	10-13	14-16
8	5	5-7	8-12	13-17	18-20

E. A group of teachers may choose to collaborate on the same selected criterion and share professional growth activities.

F. Observations, conferences, and timelines will follow the procedure set forth for Comprehensive evaluations in Section 6.

G. Any change from focused to comprehensive shall be made if the change is requested by the teacher or the evaluator determines it is necessitated by a performance deficiency. Such change shall be made for that school year by written notice on or before December 15.

Section 8. Student Growth Criterion Score

A. Embedded in the instructional framework are five components designated as student growth components. These components are SG 3.1, SG 3.2, SG 6.1, SG 6.2, SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average, or high based on the following rubric:

1. 5-12 Low

2. 13-17 Average

3. 18-20 High

B. Student Growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. It should include teacher initiated formal and informal assessments of student progress. These assessments can be formative and/or summative in nature and should be an organic "natural harvest" gathered from the essential work that effective teachers are already doing.

C. If a teacher receives an overall Distinguished summative score (4) and a Low Student Growth score, their overall score will be lowered to an overall Proficient summative score (3). If a teacher receives a Low Student Growth score as a part of their summative evaluation, the teacher and evaluator will attempt to mutually agree to engage in one of the following:

1. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher evidence based on appropriate classroom, school, district and state-based tools;

2. Examine extenuating circumstances which may include one or more of the following: Goal setting process/expectations; student attendance; extent to which standards, curriculum and assessment are aligned;

3. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;

4. Create and implement a professional development plan to address student growth areas.

Within two months of receiving the low student growth score or at the beginning of the following school year, whichever is later, one of the student growth inquiry activities listed above will be initiated by the evaluator.

Section 9. Support for Basic and Unsatisfactory

A. The Association will be notified if any teacher is judged below Proficient (3) by June 15. When a teacher is judged below Proficient (3), a principal may provide recommendations for improvement and positive assistance to implement these recommendations (including, but not limited to, additional time during the employee's regular work day, material resources, mentor, consultant resource persons and/or classes).

B. Evidence which supports component scores of less than a three (3) will be archived at the building level and provided to a teacher at their request.

C. A teacher with more than five (5) years' experience receiving less than a Proficient (3) summative score will meet with their evaluator by October 15 of the following school year to discuss performance concerns, suggestions for improvement, and possible supports.

D. If the Mid-Year preliminary component scores indicate performance at a level below Proficient, the District and the Association will be notified by February 28 and support will be given.

Section 10. Provisional Employees

A. A second year Provisional teacher who receives a summative rating of Proficient (3) or Distinguished (4) may be granted continuing status for the subsequent school year.

B. If the Mid-Year preliminary component scores indicate performance at a level below Proficient, the District and the Association will be notified by February 28 and support will be given. A principal will provide recommendations for improvement and positive assistance to implement these recommendations (which may include, but are not limited to, additional time during the employee's regular workday, material resources, mentor, consultant resource persons and/or classes).

Section 11. Probation

A. At any time after October 15, an employee whose work is not judged satisfactory based on District evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement (probation).

B. A teacher is not judged satisfactory when their overall comprehensive evaluation score is judged Unsatisfactory (1). A continuing contract teacher with more than 5 years of teaching experience whose overall comprehensive evaluation score is below Proficient (3) for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be judged not satisfactory.

C. 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.

D. When an evaluator determines the performance of a teacher under their supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:

1. The evaluation report prepared pursuant to the provisions of Section 6 above; and,

2. A recommended specific and reasonable program designed to improve the teacher's performance.

E. If the Superintendent agrees with the recommendation, the Superintendent places the teacher on probationary status for no less than 60 days after October 15 and notifies the teacher and Association in writing. The notification to the teacher and Association shall include:

1. Specific areas for growth identified from the Marzano framework

2. A suggested specific and reasonable program for improvement.

3. A statement indicating the duration of the probationary period that provides the teacher opportunities to demonstrate growth and improvement in the area(s) of deficiency.

F. Evaluation during probationary period

1. At or about the time of notification of the probationary period, the evaluator will hold a personal conference with the probationary teacher to discuss areas for growth and measures that will be taken for improvement. An employee shall have the right to have an observer of the employee's choice present during an evaluation conference.

2. Once area(s) of growth and criteria for improvement are identified, they may not be changed.

3. Principal will meet with probationary teacher at least twice a month to supervise and make a written evaluation of progress by the teacher. Observation notes will be provided to the teacher upon request. An employee shall have the right to have an observer of the employee's choice present during these meetings.

4. The evaluator may authorize one additional certificated evaluator. The probationary teacher may request an additional certificated evaluator become a part of the probationary process. This request must be implemented by including an additional experienced evaluator assigned by the local educational service district.

5. Days may be added if deemed necessary to complete a program for improvement and evaluate performance, as long as the probationary period is concluded before May 15 of the same year. The probationary period may be extended into the following school year if the teacher has more than five (5) years teaching experience and the final summative rating as of May 15 is less than Basic (2).

G. A teacher who is on a plan of improvement must be removed from probation after demonstrating improvement to the satisfaction of the evaluator in those areas specifically detailed in their initial

notice of deficiency and subsequently detailed in their program for improvement. Teachers with five (5) or fewer years of teaching experience are removed when summative scores are Basic (2) or above. Teachers with more than five (5) years of teaching experience are removed when summative scores are Proficient (3) or above.

H. Post Probation Findings

At the end of the probationary period, the evaluator shall prepare a comprehensive summative score and submit a written report to the Superintendent that identifies whether the teacher has improved and set forth one of the following recommendations for further action:

1. That the teacher has demonstrated sufficient improvement in the stated area(s) of deficiency to justify the removal of probationary status.

2. 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 28A.405.300 or 28A.405.210.

Section 12. Non-Renewal for Employees with Unsatisfactory Performance

When a continuing contract teacher with more than five years of experience receives a comprehensive summative evaluation rating of Unsatisfactory (1) for two consecutive years, the District shall, within ten days of the completion of the Final Evaluation Conference or May 15, whichever occurs first, implement the teacher notification of non-renewal as provided in RCW 28A.405.300. The teacher who is, at any time, issued a written notice of probable cause for non-renewal by the Superintendent pursuant to this Article shall have ten (10) days following receipt of said notice to file a notice of appeal as provided by statute or by this Agreement.

Section 13. Documentation

The District shall adhere to the following:

A. The Final Evaluation Form, and the teacher's written comments, if applicable, shall be moved to the teacher's personnel file at the end of the school year.

B. To the extent possible, teachers shall have access to any current or archived electronic records of evaluations.

C. Teachers shall not be required to share their self-assessment information.

D. The collection of artifacts and evidence is not intended to be a cumbersome portfolio-based process.

Section 14. Evaluation Results

A. Evaluation results shall be used:

1. To acknowledge, recognize, and encourage excellence in professional performance.

2. To document the level of performance by a teacher of the teacher's assigned duties.

3. To identify specific areas in which the teacher may need improvement based on the criteria in Marzano's framework.

4. To document performance by a teacher deemed unsatisfactory based on District evaluation criteria.

B. Evaluation results shall not be:

1. Shared or published with any identifying information, except as required by law.

2. Shared or published without notification to the individual and NKEA, unless otherwise requested by the individual.

3. Used to solely determine assignment, placement, or job status of a teacher.

4. Used to determine any type of base or additional compensation.

C. The evaluation ratings of classroom teachers shall not be based on comparison to the evaluation ratings of other teachers in the District.

ARTICLE XIII – ECONOMIC PROVISIONS

Section 1. Salary

A. All employees will be properly placed on the base and PLE salary schedules attached to this agreement as Appendix A.

During each school year of this agreement, all cells on the salary schedule shall be increased by the inflationary adjustment index funded by the state for school district salary revenue formulas plus 0.5% or 3%, whichever is greater.

B. Except as otherwise provided herein, salary schedule placement and advancement on the salary schedule shall be governed by the same criteria used for placement on the state Salary Allocation Model (SAM) applicable in the 2017-18 school year (see Chapter 392-121 WAC and the S-275 reporting manual). This shall recognize all "years of experience" allowed for on S-275 to include but not be limited to military, Peace Corps or Vista which interrupted professional employment. All education and experience recognized by the District prior to the 2018-19 school year shall continue to be recognized by the District.

C. Employees with ESA certification with prior related non-school experience qualifying for salary schedule placement under Chapter 392-121 WAC, shall be credited year-for-year for all such experience without a two-year limit.

D. CTE Salary Placement. The District respects the value that CTE teachers bring to the classroom with their years of experience in the business field. CTE teachers will be placed in one of the following ways.

1. Certificated Teachers: Teachers that hold or have held a Washington State Teacher Certificate will continue to be placed on the salary schedule based on years of certificated educational experience (WAC 392-121-264), highest degree level (WAC 392-121-250) and total eligible credits.

2. CTE Teachers with a Related Degree: Upon initial employment and placement, CTE teachers with a related degree shall be placed on the salary schedule based on highest degree level (WAC 392-121-250) and total eligible credits or eligible occupational experience converted to non-degree credits (see non-degree credits below) whichever placement is higher, and up to six (6) years of verified management or supervisory occupational experience in the CTE field to be taught (see years of experience below).

3. Vocational Route, Non-Degreed or Unrelated Degrees: Certificated instructional employees who hold a valid CTE certificate acquired as the result of industrial experience rather than college training or hold a degree from a regional accredited institution earned prior to the issue of the initial certificate, which is incidental to or not related to the CTE certificate, will be placed on the salary schedule as outlined below:

   a. Non-Degree Credits (column placement) (WAC 392-121-259):

      i. Eligible occupational experience in the vocational/CTE field to be taught may be converted to non-degree credits for initial salary schedule column placement at the rate of one (1) credit for every one hundred (100) hours of documented occupational experience, after excluding the first 6,000 chronological hours or three (3) years required for CTE certification.

      ii. No more than 2,000 hours of occupational experience may be counted in any calendar year, for a maximum of twenty (20) non-degree credits per year, and excess hours may not be carried over.

      iii. Non-degree credits may be used for initial salary schedule column placement up to, but not beyond, the MA+0 column. A CTE teacher placed at MA+0 using 135 non-degree credits may not advance beyond the MA+0 column unless the teacher earns a master's degree.

      iv. Upon earning a master's degree, the teacher shall retain their previously credited vocational/CTE experience for salary schedule step placement, in addition to all verified certificated teaching experience.

      v. To move past MA+0 only academic and in-service credits are counted.

      vi. In the event of a tie, non-degree credits will be used for seniority.

   2. Years of Experience (step placement):

      i. A maximum of six (6) years of verified management or supervisory experience may be granted for initial salary schedule step placement when the experience was earned as a supervisor, foreman, manager, or similar role in the occupational area in which the employee will instruct, as defined by WAC 181-77-003(7).

ii. Only management or supervisory experience earned after the employee met the minimum occupational experience requirements for vocational/CTE certification — 6,000 hours or three (3) years — may be converted into salary schedule experience.

iii. No more than 2,000 documented hours of management or supervisory experience may be counted per calendar year, and excess hours may not be carried over.

iv. Experience credited through this process is for salary schedule placement only and shall not count toward seniority.

v. Seniority is based only on Washington State certificated educational experience.

3. Inservice Credits:

i. Inservice credits may be counted only after the employee has completed the vocational academic course requirements for initial CTE certification, as provided in WAC 181-77-041.

ii. Eligible inservice credits shall be counted consistent with WAC 392-121-257, at the rate of one (1) quarter credit for every ten (10) hours of vocational training earned.

Section 2. Contract Days

A. Work Year

The number of report-to-work days for all staff will be 184 days, inclusive of the equivalent of three (3) professional learning days (PLDs).

The base contract shall be paid at the base salary identified on the schedule in Appendix A. The PLDs mentioned above shall be worked as three (3) full days of professional development prior to the first day of school (one and one-half (1½) day of District professional development and one and one-half (1½) day of building professional development). This section shall be reopened should the state change the number of professional learning or other work days funded for certificated instructional staff. Professional learning days within the base contract may have state-mandated content depending on current legislative requirements. Consistent with RCW 28A.415.430, professional learning may include time for established collaborative teams of teachers, school leaders, and other administrative, instructional, and educational services staff members, to incorporate strategies and implement new knowledge and skills into their practice. See Section G below for a summary of work days for each instructional level.

B. Per Diem

The rates identified in this agreement as "per diem" will be paid in accordance with the schedule in Appendix B. These hourly and daily rates shall be increased each year by the inflationary adjustment index funded by the state for school district revenue formulas.

C. Professional Learning/Enrichment Responsibility Contract

The Professional Learning/Enrichment Responsibility Contract (PLE) compensates employees for extra time and responsibilities beyond the base employee contract in Section A above, and for the professional learning/enrichment (PLE) of the educational program described in Appendix D.

Compensation for this extra time and responsibility shall be at the salary identified on the PLE salary schedule in Appendix A. Continued funding of the supplemental contract will be dependent upon passage of the local school district levy. In the event of a double levy failure, the supplemental contract days will be eliminated or reduced based on the decision of the school board. See Section G below for a summary of work days for each instructional level.

D. Special Education Responsibility Stipend

All special education staff, including teachers, PTs, OTs, SLPs & Psychologists, shall be paid a $2,000 responsibility stipend in the June payroll (pro-rated by FTE) for the timely completion of compliant IEPs and evaluation responsibilities. In addition, each school will have a plan to provide either release time or additional paid time for transition/scheduling meetings based on their building-specific caseloads and timing needs. The District will provide clerical support to special education staff to assist with timely and compliant completion of required paperwork.

E. Extended Contracts

Any extension of contract days by the employer shall be completed at the per diem rate of pay. Extended days shall be paid on supplemental contracts.

1. Media Specialists – One (1) extended day for every 160 students enrolled, computed to the nearest full-day based on the current year October 1 census.

2. Counselors
   High School – 15 days
   Middle School – 15 days
   Elementary – 5 days

3. Psychologists – 7 days per FTE

4. Career and Technical Staff – 10 days

Each CTE Teacher will complete the Extended Days Verification Form. Time recorded on the form will be outside of the contracted 7.5 hour work day and will be reported in 15 minute increments. There is no minimum requirement for hours reported on any given day or restrictions about days on which time may be reported.

When a teacher is supervising students on a field trip, time will be recorded for all hours of supervision. For example, a teacher who is responsible for supervising students overnight might record time on Friday from 3pm to Saturday at 6pm, for a total of 27 hours.

It is suggested that the 10 days be worked in the following manner:

a. Student Leadership Organization (3 days or 3/10ths)

b. Advisory & Staff Meetings (2 days or 2/10ths)

c. Professional Development Conferences (2 days or 2/10ths)

d. Curriculum Development (3 days or 3/10ths)

A teacher may make a request to allocate the days in the categories in a different manner than what is suggested above. The CTE Director, or designee, will respond to the request in writing. All reasonable requests will be approved.

Time spent on Student Leadership Organization must be for the purpose of fostering leadership in students. This time must be outside of the contracted work day, but does not need to be off campus.

5. Athletic Director – Ten (10) days.

F. Makeup days will be made up on weekdays following the end of school.

G. "Report to Work" Days

1. Summary Table

	Elementary	Secondary
Total "Report to Work" Days	184 days	184 days
Student Instructional Days **included in base contract*	180 days	181 days
Professional Development Days (Prior to 1st Student Day) **included in base contract*	3 days (1.5 District / 1.5 building)	3 days (1.5 District / 1.5 building)
Half-Days on Student Instructional Days **included in base contract*	5 half-days (Wed before Thanksgiving+, Fri before Winter Break+, last day of first semester+, and 2 for building/district PD)	5 half-days (Wed before Thanksgiving+, Fri before Winter Break+, last day of first semester+, and 2 for building/district PD scheduled back-to-back)

Family Engagement Days **included in base contract*	1 full day (outside student days) & 8 half-days (on student days within the base contract)	2 half-days (on student days and within the base contract)

[+]Denotes half-days in which staff are released 15 minutes after students are released. All other half-days are full workdays for staff.

2. Elementary – The 184 days upon which elementary employees are expected to report to work include the following:

   a. Three (3) days prior to the first day of the student school year for professional development (one and one-half (1½) day of District professional development and one and one-half (1½) day of building professional development). These three (3) days are the professional learning days (PLDs) included in the 184-day base contract.

   b. Four (4) half-days on student instructional days. Employees only work one-half (½) of two (2) of these days (equivalent to one (1) full day) and are released fifteen (15) minutes after students are released on these two (2) days. One (1) of these half-days shall be scheduled on the Wednesday prior to Thanksgiving, and one (1) of these half-days shall be scheduled on the Friday before Winter Break. Of the remaining two (2) half-days for professional development, the second half of one (1) shall be used for building professional development and the second half of the other shall be used for District professional development. These three (3) days are within the 184-day base contract.

   c. One (1) half-day on a student instructional day on the last day of the first semester as described in Article VII, Section 6. On this day, staff are released fifteen (15) minutes after students are released. This day is within the 184-day base contract.

   d. Eight (8) half-days on student instructional days and one (1) full day outside student instructional days for family engagement (see Article VII, Section 6). These five (5) days are within the 184-day base contract.

   e. 180 student instructional days.

3. Secondary – The 184 days upon which middle school employees are expected to report to work include the following:

   a. Three (3) days prior to the first day of the student school year for professional development (one and one-half (1½) day of District professional development and one and one-half (1½) day of building professional development). These three (3) days are professional learning days (PLDs) included in the 184-day base contract.

b. Four (4) half-days on student instructional days for District professional learning equivalent to two (2) PLDs. Employees only work one-half (½) of two (2) of these days (equivalent to one (1) full day) and are released fifteen (15) minutes after students are released on these two (2) days. One (1) of these half-days shall be scheduled on the Wednesday prior to Thanksgiving, and one (1) of these half-days shall be scheduled on the Friday before Winter Break. Of the remaining two (2) half-days for professional development, the second half of one (1) shall be used for building professional development and the second half of the other shall be used for District professional development. These three (3) days are within the 184-day base contract. The calendar committee in Article VII, Section 6, will schedule the two (2) half-days for professional development back-to-back to facilitate secondary student schedules on those half-days that balance instructional periods over the two days.

c. One (1) half-day on a student instructional day on the last day of the first semester as described in Article VII, Section 6. On this day, staff are released fifteen (15) minutes after students are released. This day is within the 184-day base contract.

d. Two (2) half days within the student instructional days for family engagement (see Article VII, Section 6). Both of these half-days are included within the 184-day base contract.

e. 181 student instructional days.

Section 3. Individual Contract Changes

A. A contract shall be rewritten for an increase if a teacher earns enough approved credits during the summer to go to a higher bracket, provided that grade slip evidence of such credits is received not later than September 25, and final transcript received not later than October 9.

B. Should a contract be terminated by mutual consent during the school year, the employee shall receive the same ratio of pay per days served as to the total number of days for which the contract was written.

C. Extra non-contracted days shall be paid equal to the daily rate of pay for the position that prevails before the additional days are added excluding the orientation day for new teachers.

Section 4. Salary Payment and Check Distribution

A. One-twelfth (1/12) of the base and PLE contract salary shall be paid on or before the last business day of each month.

B. An itemized and accumulative account of deductions, earnings and sick leave will accompany each monthly warrant.

C. Part-time employees will receive a pro rata share of the base and PLE contract salaries, based on the employee's full-time equivalency (FTE).

Section 5. Co-Curricular Duty (Supplemental Contracts)

A supplemental contract for all co-curricular duties performed for the North Kitsap School District No. 400 will be issued and subject to the following:

A. Every employee whose work contained in a supplementary contract is judged unsatisfactory must be notified in writing. This notice shall state the deficiencies along with the recommendations for improvement.

B. The employee must be notified in writing on or before May 15 that the board has determined that there is cause not to renew the employee's supplemental contract for the ensuing term, with the causes specified. This may include "lack of funds" either due to a levy failure or a significant gap between revenues and expenditures and budget priorities determined by the District. In the case of a levy failure, the co-curricular schedule may be suspended until levy restoration. In the case of a significant revenue/expenditure gap, the Association and District agree to meet to discuss the causes and any related revisions to the co-curricular schedule prior to the District making its decision.

After May 15 such individuals may be notified of non-renewal if the District, at such later date as may occur, has determined resources are not available to implement the program.

C. All co-curricular positions will be paid consistent with Appendix C, Co-Curricular Stipend Schedule, which is attached and incorporated by reference.

D. All co-curricular positions will be available to NKEA certificated members only.

Section 6. Professional Growth

A. District Committees

The District believes that staff participation in multiple District committees including those that make program and curriculum recommendations is critical to the improvement of student learning.

1. Members: District committees shall consist of members who have expressed a desire to participate and have been recommended by the building administrator to the committee chair.

2. Meetings: The meeting schedule shall be set by each committee and approved by the committee's lead administrator. Meetings will be scheduled with proper allocation of time and made available digitally when appropriate.

3. Responsibilities: Each committee will carry out the charge which is given to it within the time frame that is designated.

4. Economic Provisions for all District Committees: Teachers participating in District committees shall be compensated for their time outside their normal working day at the discretion of each District committee, as approved by the administrator responsible for the committee in accordance with the guidelines in subsection B below.

B. The following guidelines shall prevail:

1. The District may provide a substitute to release a teacher. When possible and substitutes are available, the District will provide release time for District-level committees that have meetings that last longer than one hour; or,

2. A staff member may agree to complete a specific task for a previously agreed upon stipend; or,

3. The District may arrange, if agreed to by the committee members, for clock-hours acceptable under WAC for advancement on the salary schedule; or,

4. The staff member will be paid the curriculum rate identified in Appendix C. This rate will be increased each year by the inflationary adjustment index funded by the state for school district revenue formulas.

C. The District may reimburse a staff member for a course taken when the staff member prepares and presents the materials to other teachers in a seminar or workshop. The District may choose to pay the staff member for preparation of a seminar or workshop and not reimburse for training. The Executive Director of Teaching and Learning shall have the authority to approve or deny any request.

D. District Professional Development

1. The District believes that in order for staff to fulfill their professional responsibilities, they must have opportunities for ongoing professional development in support of District, school and individual improvement. Effective professional development enables individuals, groups and the organization to improve instructional capabilities in ways that increase student performance and success.

2. Professional development should:

   a. Focus on individual, collegial and organizational improvement;

   b. Respect and nurture the intellectual capacity of staff;

   c. Provide differentiated opportunities and choice to ensure relevance for all staff;

   d. Reflect the best available research and practice in teaching and learning, including best practices for adult learners;

   e. Enable teachers to develop further expertise in subject content, teaching strategies, instructional practices, use of technology, and other elements for teaching to high standards;

   f. Promote continuous inquiry and improvement embedded in the daily life of school;

   g. Be planned collaboratively by representatives of those who will participate and facilitate that development

h. Be evaluated on the basis of its impact on student learning and performance

3. Employee staff development activities may include, but not be limited to the following areas:

   a. Professional learning communities around effective instructional practices, literature groups, review of student progress etc.

   b. Classroom observation and visitation.

   c. Workshops and classes.

   d. Consultant and material assistance for staff involved in curriculum innovation.

4. District Professional Development Committee

   a. Membership: A District Professional Development committee will provide recommendations regarding use of District directed professional development days. The Director of Teaching and Learning or designee will serve as the facilitator and will provide agendas in advance and notes following each meeting. The committee will be made up of at least 12 members a majority of whom will be NKEA members. NKEA will have the option to select half of the teacher members of the committee, which may include the Association president or designee. Effort will be made to include a diverse composition of staff from different grade band and content areas, including representation for specialists and special education. The District will publish the names of the members of the committee and their District contact information on an internal-facing website.

   b. Meetings: The committee will meet four times per year or more as necessary. The committee will publish within the District the dates of committee meetings, agendas, and minutes summarizing the decisions of the committee within a week after the meeting. All committee decisions, including the committee operating procedures, are to be made using a consensus model.

   c. Committee Scope and Duties: The District Professional Development Committee will design tools to gather and analyze data including but not limited to: student achievement data, and input from staff about needs and the quality and relevance of past events. Prior to June 1, data will be gathered and analyzed, and a recommendation for topic(s) and format including location and scheduling will be made in alignment with District goals and best practices for professional learning. If the recommendations are not implemented or are significantly altered, the committee will be provided with rationale in writing.

   d. Alternatives for Professional Development Days: The Association and District acknowledge that providing relevant professional learning for all certificated staff at the same time is a challenge, and that there is value in all staff coming together for District-wide professional development. The committee therefore may, when developing recommendations for professional learning, determine whether educators or administrators may submit alternative professional learning proposals. If alternative proposal submissions are permitted, the committee will announce the deadline by which proposals are to be submitted (consistent with the PD committee schedule), develop

proposal guidelines/rubric, and will review and approve or deny each submission. The committee will communicate in writing the rationale for denying alternate proposals.

Alternative proposals submitted for state-required topics (e.g., equity, SEL, etc.) will only be approved when the proposal meets state standards. Proposals for other professional learning must meet the District's professional learning standards and/or initiatives. The committee may neither permit nor approve any alternative professional learning proposal on days in which the Superintendent provides or requests District-wide professional learning/meetings.

To meet state auditing requirements, alternative activities must occur on the same date as the District PD days, unless otherwise approved by both the committee and the relevant District administrator. An announcement including topics for District Professional Development events will be provided for staff at least one month preceding each District Professional Development Day.

E. Support Structures for Individual and Group Professional Development

1. School Visitations and Observations

Subject to available resources of the District, teachers will be granted a minimum of one (1) day per year for visitations and observations to other buildings or districts for the purpose of instructional improvement. All requests shall be submitted to the building principal at least five (5) work days in advance.

2. Professional Enhancement Grants

In support of continuous learning, the District will budget $45,000 for professional enhancement opportunities offered through a grant process. Mini-grants of up to $2,500 and larger grants in excess of $2,500 will be offered during each school year and can be carried over to the following school year.

Teachers with less than five (5) years of teaching experience will have the opportunity to apply for a "Strong Start" Professional Enhancement Grant yearly through their fifth (5th) year of teaching to offset costs of enhancing their teaching skills and professional standing. The self-directed "Strong Start" stipend can be used to cover costs associated with (but not limited to): professional learning tuition, unreimbursed costs for conferences, book studies (time and materials), specialized curriculum training, educational technology subscriptions, costs of professional organizations, software training, educator wellness programs, curriculum design workshops, non-district sponsored clock hours, retreats for educational planning, or public speaking and leadership workshops. Teachers who receive a "Strong Start" grant may also apply for another Professional Enhancement Grant.

3. Mentor Program

The Beginning Educator Support Team (BEST) is state funded and provides support for new teachers.

4. Professional Certification Program

The Professional Certification program provides teachers with two years' experience a low cost, local route to professional certification. The District pro-cert coordinator serves as a liaison to Pacific Lutheran University. Required classes are provided by District nationally board certified staff.

5. Coaching

Budget permitting, the District will create a structure to support embedded individual and group staff development through coaching. The coaches will provide personalized and group support development, working side-by-side with individuals and groups to increase instructional efficacy and improve student learning. Their role is to provide support in order to enhance the development of the instructional skills and strategies of their colleagues. The coaches will not be involved in the supervision and evaluation of any teachers.

6. School Level Professional Development

Each school's leadership team will create a structure for support, based on teacher needs and the school's learning improvement plan. Teams may choose to use District coaches and other District resources to support their professional development plans. Additional resources are allocated to specifically support professional development at each building, including job embedded professional learning communities.

7. District Training

Training will be to support the implementation of curriculum adoptions and the improvement of instructional practices

The District shall, subject to two (2) levy collections during the school year, include funds for staff development in the annual budget. Teaching and Learning, with input from District staff, the Professional Development Committee in Section 6.B above and other District committees shall budget the District planned professional development expenditures.

Section 7. Tax Sheltered Annuities

Tax sheltered annuities may be purchased prior to the first of the month at any time during the school year that the employee wishes to begin such a program.

Section 8. Reimbursement

A. Travel Related to Employment: Requests for reimbursement of expenses when traveling to meetings of professional associations, workshops, etc., including requests for payment of a substitute during the employee's absence, must be made in advance of the journey and are subject to final approval by the board of directors.

1. Only reasonable expenses will be reimbursed. Receipts are necessary for all lodging, food and common carrier expenses.

2. Private car mileage reimbursement shall be according to District policy.

3. On the non-contractual professional days the District will provide the registration fees to any conference or workshops.

B. School Supplies: Requests for reimbursement for purchases of school supplies must be accompanied by proper receipts.

Section 9. Insurance Benefits

A. The District shall provide insurance benefits to all eligible employees under the rules, regulations and policies of the School Employees Benefits Board (SEBB). The District will meet with new employees and provide links, forms, information and/or publications created by SEBB regarding eligibility and benefits.

B. Eligible employees who separate from employment after completing a school year shall be eligible for benefits through August 31 unless the employee identifies an earlier separation date to the District (e.g., June 30).

Section 10. Class Coverage

The principal may assign an employee to cover a class of an absent teacher. The teacher will be compensated at the teacher's per diem rate (Appendix B) for that class. No employee will be evaluated while teaching the class of an absent teacher.

Section 11. Teacher in Charge

The District and the Association agree that there should be an Administrator or a trained staff member available to be in charge of every building at all times. Each building will develop a process for identifying staff members who will be trained to be Teacher in Charge (TIC).

Building staff will be notified when a building administrator is out for a half day or more.

If a principal is out of the building, then a potential TIC and an alternate principal will be identified. If a TIC has not been activated and an emergency arises, then the office manager will contact the principal and the principal will decide whether it is necessary to activate the TIC. If the principal is unreachable, the office manager will follow building protocol to decide whether to activate the TIC.

The principal may request that an employee take the principal's place as acting principal. If an elementary principal will be gone for more than half a day, the principal will activate a TIC or substitute Principal. If a secondary principal will be gone for more than one day, or all the secondary administrators will be gone for a full day or more, the principal will activate a TIC or substitute Principal. When an employee accepts the assignment as TIC, that assignment is regarded as supplemental. When activated, the TIC will be provided with a substitute when necessary. If the employee does not regularly work in a classroom, then assistance will be provided to complete duties. TICs will be compensated at the rate identified in Appendix C.

Section 12. TRS II, Substitution

The District shall attempt to offer all .5 or less FTE certificated staff that are under TRS II, the opportunity to substitute in order to qualify for retirement in that calendar month. Substitute pay will be at the normal substitute rate.

Selection of staff for substitution shall be determined by a roster of all staff willing to participate. Selection shall be determined by order of seniority of persons who are willing to substitute during that period. When a staff member has reached the number of days of employment necessary to qualify for TRS II retirement participation the staff member's name may be removed from the above mentioned roster.

Full day assignments by part-time staff will only be arranged by the classroom teacher requesting the substitutes. Part-time teachers names will be called in on the substitute telephone number. If a part-time teacher does not meet monthly eligibility, the District shall not incur any liability under this provision.

Section 13. Employee VEBA III Retirement Account

All employees shall have their sick leave buy-out money deposited in the VEBA III program. This section may be reopened at any time at the request of the Association. The Association agrees to hold the District harmless for any penalties or costs which may be charged the District by the IRS if this benefit is determined to not qualify as a tax-free benefit payment by the District.

Section 14. Compensation for Required Moves

An employee who is required to move will be compensated for documented moving time up to two (2) days at their per diem rate for elementary or one (1) day for secondary. Secondary principals have discretion to increase this reimbursement to a total of two (2) days based on specific needs. Moving supplies will be provided and the employee's materials will be moved in a timely manner.

Section 15. Special Education ESAs Retention Incentives

After two consecutive years of employment of at least .5 FTE in an SLP, School Psychologist, OT, or PT position, the employee will be paid a one-time $3,000 retention incentive.

In addition to this incentive, SLPs, OTs, PTs, BCBAs, and Psychologists who achieve and maintain their advanced national certification shall receive $2,000 annually in recognition of this national certification.

Section 16. Admission to Athletics and Activities

Employees will have free admission to North Kitsap School District athletic and student activity events at District school facilities. This privilege does not extend to activities or events hosted by other groups at District school facilities (e.g., league tournaments, booster fund raising events). The District may implement this section through staff ID badges, staff sign-in sheets or other methods that the District determines will allow it to efficiently count and document use of this privilege.

Each employee shall have annual access to a free punch card (12 visits) to the District pool. Additional punch cards and annual passes shall be offered at a 50% discount.

Section 17. Clock Hour Fees

The district shall pay any fees necessary for District-offered clock hours to be transcripted for the purposes of salary schedule or seniority list placement.

Section 18. Medicaid Billing

SLPs, Psychologists, OTs, and PTs who are licensed in their respective 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 31 of the current school year for students eligible for Medicaid billing.

ARTICLE XIV – SCHOOL LEADERSHIP

Section 1. School Leadership Team

A. A School Leadership Team (SLT) will be established in each building.

B. Purpose of the School Leadership Team

The North Kitsap School District has chosen the School Leadership Team as a key vehicle for school-based decision making and support of student learning.

The District and the Association support the concept of "shared leadership" and shared decision making to maintain a productive educational system. "System" means a network of interdependent parts including all schools' employees, students, work sites, board and community respecting each other and continuously functioning together as a whole in order to attain the core mission and related goals. A system supports and sustains it parts.

Along with the school principal, the School Leadership Team will have responsibility at the school level to develop, monitor and evaluate the outcomes of the student learning improvement plans and other efforts to develop high achieving schools.

C. School Leadership Team Composition

The majority of the SLT will be composed of certificated staff. At least one of the members on the team should be an NKEA member responsible for ensuring team decisions are in compliance with the contract.

Each school's certificated staff will establish a method to determine equitable opportunities for certificated representative team membership. This process will be reviewed annually and considered for revision upon the request of any certificated staff member.

NKEA members that serve on the SLT will be paid for their service based on the co-curricular schedule found in Appendix C. The number of stipend positions available per team is also determined by the co-curricular schedule in Appendix C.

D. Roles and Responsibilities of Leadership Teams

Leadership teams shall emphasize decision by consensus in order to encourage the development of decisions which have broad-based support. Consensus decisions must have the support of the building principal. The principal has ultimate responsibility to assure that the leadership team's decisions comply with all laws, regulations, District policies & procedures and contracts. Through shared decision making, the District and the Association do not delegate their legal authority to amend the collective bargaining agreement or bargain wages, hours and working conditions.

E. Development of the School Improvement Plan

Each SLT is charged with developing a data-driven plan for its structure and operation. This is the primary responsibility of leadership teams. The SLT shall include a statement of need, goals, action plans, and budget. Each plan should address the following elements:

1. characteristics of effective schools
2. safe and supportive learning environments
3. educational equity factors including gender, race, ethnicity, culture, language and physical and/or mental ability
4. use of technology
5. parent and community involvement; and
6. other factors identified by the school community for inclusion in the plan or process

The goals shall be consistent with state and District goals, plans, priorities, policies and procedures, or other similar terms as may be used in the future.

F. Decision Making

Acting in partnership with the Board and District administration, individual SLTs have primary responsibility for decisions that affect that school. Leadership teams will review and either affirm or modify the matrix referenced in Section G.4 below to clarify which topics are addressed solely within the leadership team or delegated out to alternate groups/committees/individuals. School Leadership Teams will discuss, give input on and participate in decision-making regarding issues that affect student learning, including but not limited to:

1. expenditure of school budget
2. educational methods
3. implementation of supplementary materials, including support with curriculum delivered in advisory
4. use of available staffing (not to exclude the principal's right of assignment)
5. review of co-curricular positions
6. input about student groupings
7. scheduling within the school day, including consideration of contractual planning minutes, intervention and special education service planning
8. school-wide staff professional development
9. parent education

10. length, number, and schedule of back-to-school, curriculum nights and/or family engagement events required of staff

11. length, number, and schedule of staff meetings along with time exchanged/accommodations offered to staff members

12. an equitable approach to covering absences when substitutes are not available by rotating through all available certificated staff in the building to ensure certificated staff equally share the responsibility

G. Expectations of School Leadership Teams

Each team is required to establish operating principles including, but not limited to:

1. Guiding Principles: SLTs will develop a set of norms that each member adheres to in order to maintain a highly functional team.

2. Meeting Practices: SLTs will work together to decide a meeting schedule including frequency and duration of meetings.

3. Communication: Teams will develop a plan for communicating within the team itself as well as with the staff. Input should be actively sought out from the broader constituencies represented by each member.

4. Decision-making: A matrix should be created by each team reflecting how the team agrees to address different issues, assign responsibility for the decision being made, and how the team intends to reach consensus.

5. Terms of Service: Each team should decide how members will rotate on and off the leadership team

In the event an SLT is not meeting the requirements set forth above, SLTs may seek support from the member tasked with contract compliance, building representatives, or the Association, which may bring the issue to labor management.

Nothing in this section is intended to supersede management rights included in the contract, Article IV section 10.

ARTICLE XV – SPECIAL EDUCATION STEERING COMMITTEE

The Special Education Steering Committee will be formed to study and recommend possible resolution of program concerns and issues.

A. Membership

Membership will consist of the Director of Special Education, at least one other District administrator, and ten (10) certificated staff members representative of the various special education service areas and selected by special education staff members.

B. Meetings

The Special Education Steering Committee will meet at least quarterly, or four (4) times a year. An agenda will be mailed to members at least ten (10) working days before each meeting.

A meeting may be called by any two (2) members of the Committee for a specified agenda.

At a meeting the parties may discuss such topics as are proposed by any party and make recommendations as to such topics. Feedback will be solicited by representatives from their service areas as determined by the committee.

Minutes will be kept at each meeting and published and distributed to Special Education staff.

Chairperson to be on a rotating basis as decided by the committee.

SIGNATURES AND EXECUTION

Adopted by the Board of Directors this _____ day of September 2026, and recorded in the records of the School District as of this date:

NORTH KITSAP SCHOOL DISTRICT

_____
President

_____
Vice-President

_____
Director

_____
Director

_____
Director

NORTH KITSAP EDUCATION ASSOCIATION

_____
President

APPENDICES

2026-27 NKEA BASE - PD - PLE Breakdown Combined 3.1%

Step	Exp.		BA	BA+45	BA+90	MA	MA+45	MA+90
		Base (181 days)	$60,009.37	$62,083.00	$64,156.63	$66,229.28	$68,302.91	$70,921.51
		Base PD (3 days)	$994.63	$1,029.00	$1,063.37	$1,097.72	$1,132.09	$1,175.49
		Base Total (184)	**$61,004.00**	**$63,112.00**	**$65,220.00**	**$67,327.00**	**$69,435.00**	**$72,097.00**
		PLE (Supplemental)	$6,255.00	$6,471.00	$6,687.00	$6,903.00	$7,119.00	$7,393.00
1	**0**	**Combined Total (184 Days)**	**$67,259.00**	**$69,583.00**	**$71,907.00**	**$74,230.00**	**$76,554.00**	**$79,490.00**
		Base (181 days)	$61,100.29	$63,284.09	$65,464.95	$67,647.77	$69,828.62	$72,556.41
		Base PD (3 days)	$1,012.71	$1,048.91	$1,085.05	$1,121.23	$1,157.38	$1,202.59
		Base Total (184)	**$62,113.00**	**$64,333.00**	**$66,550.00**	**$68,769.00**	**$70,986.00**	**$73,759.00**
		PLE (Supplemental)	$6,369.00	$6,596.00	$6,824.00	$7,051.00	$7,279.00	$7,563.00
2	**1**	**Combined Total (184 Days)**	**$68,482.00**	**$70,929.00**	**$73,374.00**	**$75,820.00**	**$78,265.00**	**$81,322.00**
		Base (181 days)	$62,301.38	$64,591.42	$66,882.45	$69,175.45	$71,465.49	$74,193.28
		Base PD (3 days)	$1,032.62	$1,070.58	$1,108.55	$1,146.55	$1,184.51	$1,229.72
		Base Total (184)	**$63,334.00**	**$65,662.00**	**$67,991.00**	**$70,322.00**	**$72,650.00**	**$75,423.00**
		PLE (Supplemental)	$6,494.00	$6,733.00	$6,972.00	$7,210.00	$7,449.00	$7,734.00
3	**2**	**Combined Total (184 Days)**	**$69,828.00**	**$72,395.00**	**$74,963.00**	**$77,532.00**	**$80,099.00**	**$83,157.00**
		Base (181 days)	$63,611.66	$66,011.88	$68,412.10	$70,811.33	$73,212.53	$75,939.34
		Base PD (3 days)	$1,054.34	$1,094.12	$1,133.90	$1,173.67	$1,213.47	$1,258.66
		Base Total (184)	**$64,666.00**	**$67,106.00**	**$69,546.00**	**$71,985.00**	**$74,426.00**	**$77,198.00**
		PLE (Supplemental)	$6,631.00	$6,881.00	$7,131.00	$7,381.00	$7,631.00	$7,916.00
4	**3**	**Combined Total (184 Days)**	**$71,297.00**	**$73,987.00**	**$76,677.00**	**$79,366.00**	**$82,057.00**	**$85,114.00**
		Base (181 days)	$65,030.15	$67,633.99	$70,047.98	$72,556.41	$75,065.82	$78,229.38
		Base PD (3 days)	$1,077.85	$1,121.01	$1,161.02	$1,202.59	$1,244.18	$1,296.62
		Base Total (184)	**$66,108.00**	**$68,755.00**	**$71,209.00**	**$73,759.00**	**$76,310.00**	**$79,526.00**
		PLE (Supplemental)	$6,778.00	$7,050.00	$7,301.00	$7,563.00	$7,825.00	$8,154.00
5	**4**	**Combined Total (184 Days)**	**$72,886.00**	**$75,805.00**	**$78,510.00**	**$81,322.00**	**$84,135.00**	**$87,680.00**
		Base (181 days)	$66,557.83	$69,504.00	$72,120.63	$74,740.21	$77,358.81	$80,740.76
		Base PD (3 days)	$1,103.17	$1,152.00	$1,195.37	$1,238.79	$1,282.19	$1,338.24
		Base Total (184)	**$67,661.00**	**$70,656.00**	**$73,316.00**	**$75,979.00**	**$78,641.00**	**$82,079.00**
		PLE (Supplemental)	$6,938.00	$7,245.00	$7,518.00	$7,791.00	$8,064.00	$8,416.00
6	**5**	**Combined Total (184 Days)**	**$74,599.00**	**$77,901.00**	**$80,834.00**	**$83,770.00**	**$86,705.00**	**$90,495.00**
		Base (181 days)	$68,192.73	$71,248.09	$73,975.88	$76,704.65	$79,430.47	$83,468.54
		Base PD (3 days)	$1,130.27	$1,180.91	$1,226.12	$1,271.35	$1,316.53	$1,383.46
		Base Total (184)	**$69,323.00**	**$72,429.00**	**$75,202.00**	**$77,976.00**	**$80,747.00**	**$84,852.00**
		PLE (Supplemental)	$7,108.00	$7,427.00	$7,711.00	$7,995.00	$8,279.00	$8,700.00
7	**6**	**Combined Total (184 Days)**	**$76,431.00**	**$79,856.00**	**$82,913.00**	**$85,971.00**	**$89,026.00**	**$93,552.00**
		Base (181 days)	$69,939.78	$73,102.36	$75,938.35	$78,778.28	$81,615.26	$86,414.71
		Base PD (3 days)	$1,159.22	$1,211.64	$1,258.65	$1,305.72	$1,352.74	$1,432.29
		Base Total (184)	**$71,099.00**	**$74,314.00**	**$77,197.00**	**$80,084.00**	**$82,968.00**	**$87,847.00**
		PLE (Supplemental)	$7,290.00	$7,620.00	$7,916.00	$8,211.00	$8,507.00	$9,007.00
8	**7**	**Combined Total (184 Days)**	**$78,389.00**	**$81,934.00**	**$85,113.00**	**$88,295.00**	**$91,475.00**	**$96,854.00**
		Base (181 days)	$72,486.57	$75,791.78	$78,765.49	$81,739.21	$84,713.90	$90,441.96
		Base PD (3 days)	$1,201.43	$1,256.22	$1,305.51	$1,354.79	$1,404.10	$1,499.04
		Base Total (184)	**$73,688.00**	**$77,048.00**	**$80,071.00**	**$83,094.00**	**$86,118.00**	**$91,941.00**
		PLE (Supplemental)	$7,556.00	$7,900.00	$8,210.00	$8,520.00	$8,830.00	$9,427.00
9	**8**	**Combined Total (184 Days)**	**$81,244.00**	**$84,948.00**	**$88,281.00**	**$91,614.00**	**$94,948.00**	**$101,368.00**
		Base (181 days)	$74,469.70	$77,884.10	$80,967.99	$84,052.86	$87,139.70	$93,856.37
		Base PD (3 days)	$1,234.30	$1,290.90	$1,342.01	$1,393.14	$1,444.30	$1,555.63
		Base Total (184)	**$75,704.00**	**$79,175.00**	**$82,310.00**	**$85,446.00**	**$88,584.00**	**$95,412.00**
		PLE (Supplemental)	$7,762.00	$8,118.00	$8,440.00	$8,761.00	$9,083.00	$9,783.00
10	**9**	**Combined Total (184 Days)**	**$83,466.00**	**$87,293.00**	**$90,750.00**	**$94,207.00**	**$97,667.00**	**$105,195.00**

2026-27 NKEA BASE - PD - PLE Breakdown Combined 3.1%

Step	Exp.		BA	BA+45	BA+90	MA	MA+45	MA+90
		Base (181 days)	$74,469.70	$80,087.58	$83,281.64	$86,476.68	$89,671.73	$97,493.09
		Base PD (3 days)	$1,234.30	$1,327.42	$1,380.36	$1,433.32	$1,486.27	$1,615.91
		Base Total (184)	**$75,704.00**	**$81,415.00**	**$84,662.00**	**$87,910.00**	**$91,158.00**	**$99,109.00**
		PLE (Supplemental)	$7,762.00	$8,348.00	$8,681.00	$9,014.00	$9,347.00	$10,162.00
11	**10**	**Combined Total (184 Days)**	**$83,466.00**	**$89,763.00**	**$93,343.00**	**$96,924.00**	**$100,505.00**	**$109,271.00**
		Base (181 days)	$74,469.70	$82,402.22	$85,706.45	$89,010.68	$92,314.92	$101,348.20
		Base PD (3 days)	$1,234.30	$1,365.78	$1,420.55	$1,475.32	$1,530.08	$1,679.80
		Base Total (184)	**$75,704.00**	**$83,768.00**	**$87,127.00**	**$90,486.00**	**$93,845.00**	**$103,028.00**
		PLE (Supplemental)	$7,762.00	$8,589.00	$8,934.00	$9,278.00	$9,622.00	$10,564.00
12	**11**	**Combined Total (184 Days)**	**$83,466.00**	**$92,357.00**	**$96,061.00**	**$99,764.00**	**$103,467.00**	**$113,592.00**
		Base (181 days)	$74,469.70	$84,824.08	$88,238.48	$91,764.05	$95,179.44	$105,203.30
		Base PD (3 days)	$1,234.30	$1,405.92	$1,462.52	$1,520.95	$1,577.56	$1,743.70
		Base Total (184)	**$75,704.00**	**$86,230.00**	**$89,701.00**	**$93,285.00**	**$96,757.00**	**$106,947.00**
		PLE (Supplemental)	$7,762.00	$8,842.00	$9,198.00	$9,565.00	$9,921.00	$10,966.00
13	**12**	**Combined Total (184 Days)**	**$83,466.00**	**$95,072.00**	**$98,899.00**	**$102,850.00**	**$106,678.00**	**$117,913.00**
		Base (181 days)	$74,469.70	$84,824.08	$90,884.63	$94,518.40	$98,043.96	$109,060.37
		Base PD (3 days)	$1,234.30	$1,405.92	$1,506.38	$1,566.60	$1,625.04	$1,807.63
		Base Total (184)	**$75,704.00**	**$86,230.00**	**$92,391.00**	**$96,085.00**	**$99,669.00**	**$110,868.00**
		PLE (Supplemental)	$7,762.00	$8,842.00	$9,473.00	$9,852.00	$10,220.00	$11,368.00
14	**13**	**Combined Total (184 Days)**	**$83,466.00**	**$95,072.00**	**$101,864.00**	**$105,937.00**	**$109,889.00**	**$122,236.00**
		Base (181 days)	$74,469.70	$84,824.08	$93,637.01	$97,382.92	$101,017.67	$112,915.47
		Base PD (3 days)	$1,234.30	$1,405.92	$1,551.99	$1,614.08	$1,674.33	$1,871.53
		Base Total (184)	**$75,704.00**	**$86,230.00**	**$95,189.00**	**$98,997.00**	**$102,692.00**	**$114,787.00**
		PLE (Supplemental)	$7,762.00	$8,842.00	$9,760.00	$10,151.00	$10,530.00	$11,770.00
15	**14**	**Combined Total (184 Days)**	**$83,466.00**	**$95,072.00**	**$104,949.00**	**$109,148.00**	**$113,222.00**	**$126,557.00**
		Base (181 days)	$74,469.70	$84,824.08	$93,637.01	$97,382.92	$101,017.67	$116,769.59
		Base PD (3 days)	$1,234.30	$1,405.92	$1,551.99	$1,614.08	$1,674.33	$1,935.41
		Base Total (184)	**$75,704.00**	**$86,230.00**	**$95,189.00**	**$98,997.00**	**$102,692.00**	**$118,705.00**
		PLE (Supplemental)	$7,762.00	$8,842.00	$9,760.00	$10,151.00	$10,530.00	$12,172.00
16	**15**	**Combined Total (184 Days)**	**$83,466.00**	**$95,072.00**	**$104,949.00**	**$109,148.00**	**$113,222.00**	**$130,877.00**
		Base (181 days)	$77,595.88	$88,001.41	$96,853.69	$100,619.28	$104,273.71	$122,868.51
		Base PD (3 days)	$1,286.12	$1,458.59	$1,605.31	$1,667.72	$1,728.29	$2,036.49
		Base Total (184)	**$78,882.00**	**$89,460.00**	**$98,459.00**	**$102,287.00**	**$106,002.00**	**$124,905.00**
		PLE (Supplemental)	$8,088.00	$9,173.00	$10,096.00	$10,488.00	$10,869.00	$12,807.00
17	**16+**	**Combined Total (184 Days)**	**$86,970.00**	**$98,633.00**	**$108,555.00**	**$112,775.00**	**$116,871.00**	**$137,712.00**

2026-27 Per Diem Daily Rates 3.1% (rounded to nearest dollar)

Step	Exp.	BA	BA+45	BA+90	MA	MA+45	MA+90
1	0	$275.00	$284.00	$304.00	$311.00	$335.00	$351.00
2	1	$278.00	$286.00	$308.00	$315.00	$338.00	$355.00
3	2	$282.00	$290.00	$312.00	$319.00	$341.00	$358.00
4	3	$286.00	$294.00	$318.00	$322.00	$344.00	$361.00
5	4	$289.00	$297.00	$321.00	$326.00	$349.00	$365.00
6	5	$293.00	$302.00	$326.00	$329.00	$354.00	$368.00
7	6	$296.00	$305.00	$329.00	$333.00	$356.00	$372.00
8	7	$302.00	$312.00	$336.00	$338.00	$364.00	$379.00
9	8	$314.00	$326.00	$351.00	$351.00	$377.00	$394.00
10	9	$326.00	$337.00	$363.00	$364.00	$389.00	$407.00
11	10	$326.00	$347.00	$374.00	$375.00	$400.00	$419.00
12	11	$326.00	$361.00	$387.00	$388.00	$412.00	$433.00
13	12	$326.00	$372.00	$398.00	$398.00	$424.00	$445.00
14	13	$326.00	$372.00	$411.00	$412.00	$439.00	$460.00
15	14	$326.00	$372.00	$424.00	$424.00	$454.00	$472.00
16	15	$326.00	$372.00	$424.00	$424.00	$454.00	$485.00
17	16	**$334.00**	**$379.00**	**$433.00**	**$433.00**	**$463.00**	**$504.00**

2026-27 Per Diem Hourly Rates (computed on daily rates after rounding)

Step	Exp.	BA	BA+45	BA+90	MA	MA+45	MA+90
1	0	$36.67	$37.87	$40.53	$41.47	$44.67	$46.80
2	1	$37.07	$38.13	$41.07	$42.00	$45.07	$47.33
3	2	$37.60	$38.67	$41.60	$42.53	$45.47	$47.73
4	3	$38.13	$39.20	$42.40	$42.93	$45.87	$48.13
5	4	$38.53	$39.60	$42.80	$43.47	$46.53	$48.67
6	5	$39.07	$40.27	$43.47	$43.87	$47.20	$49.07
7	6	$39.47	$40.67	$43.87	$44.40	$47.47	$49.60
8	7	$40.27	$41.60	$44.80	$45.07	$48.53	$50.53
9	8	$41.87	$43.47	$46.80	$46.80	$50.27	$52.53
10	9	$43.47	$44.93	$48.40	$48.53	$51.87	$54.27
11	10	$43.47	$46.27	$49.87	$50.00	$53.33	$55.87
12	11	$43.47	$48.13	$51.60	$51.73	$54.93	$57.73
13	12	$43.47	$49.60	$53.07	$53.07	$56.53	$59.33
14	13	$43.47	$49.60	$54.80	$54.93	$58.53	$61.33
15	14	$43.47	$49.60	$56.53	$56.53	$60.53	$62.93
16	15	$43.47	$49.60	$56.53	$56.53	$60.53	$64.67
17	16+	**$44.53**	**$50.53**	**$57.73**	**$57.73**	**$61.73**	**$67.20**

The above rates will be increased each year by the inflationary adjustment index funded by the state for school district revenue formulas.

Appendix C – Stipends and Supplemental Rates Schedule

2026-27 School Year

All stipends and rates in this Appendix will be increased each year by the same percentage increase equal to the inflationary adjustment index funded by the state for school district salary revenue formulas.

Student Centered Activities

Level	Elem	MS	HS	PAL	Step I (1 yr)	Step II (2 yrs)	Step III (3 yrs)
A	1	0	2	0	$464	$531	$598
B	5	0	3	1	$925	$1060	$1,199
C	1	3	0	1	$1,389	$1,592	$1,797
D1	0	2	0	0	$4,087	$4,427	$4,790
D2	0	0	1	0	$4,442	$4,795	$5,175

Stipends may be combined. All stipends must be directly associated with instruction.

Examples:

Level A: Single major event or short-term group activity.

Level B: Activities that are scheduled for a longer term than Level A, but usually not all year

Level C: Extensive activities, lasting up to a full year, e.g., Elementary ASB.

D1: ~~Middle School Athletic Coordinator~~, Middle School ASB and Activities Coordinator

D2: High School ASB and Activities Coordinator

Leadership Activities

Level	Elem	MS	HS	Step I (1 yrs)	Step II (2 yrs)	Step III (3yrs)
A	0	6	1	$772	$913	$1049
B	See Below.			$1,233	$1,455	$1,676

Examples: (Roles and stipends may be combined e.g., Middle School Team Leader & School Leadership Team $772 + $1,233= $2,005)

Level A: Team Leader (without being on the School Leadership Team)

Level B: School Leadership Team, Curriculum Leader – The number of Leadership stipends at each school shall be 5 plus 1 additional stipend for every 65 students above 300 (as measured on the September count date for state apportionment). At least one of these stipends must be assigned to a representative on the school leadership team from any district program with separate state reporting or entity identification such as Dual Language, Options, NKOA/PAL, or Choice, housed at the school. New Building administrators will be given specific professional development/training or working with school leadership teams in the North Kitsap School District.

Extended Contracts

Level	Title	Step I (1-3 yrs)	Step II (4-7 yrs)	Step III (8+yrs)
MS	Band Director	$3,884	$4,454	$4,930
MS	Choral Director	$2,307	$2,653	$3053
HS	Band Director	$8,878	$10,210	$11,742
HS	Choral Director	$7,104	$8,168	$9,396
HS	Drama	$4,441	$5,103	$5,871
HS	Yearbook	$3,452	$3,971	$4,568
HS	Athletic Coord.	Removed from NKEA end of 2023/24 per LOA 2023-3. Now NB Admin		
DIST	Athletic Director	Removed from NKEA end of 2023/24 per LOA 2023-3. Now NB Admin		

Outdoor Education

Facility	Stipend	Description
Unstaffed Camp (e.g. Fort Flagler)	$1,351	$54.04/hr, 25 hrs (15 supervision + 10 prep & instruction)
Staffed Camp (e.g. Camp Coleman)	$973	$54.04/hr, 18 hrs (15 supervision + 3 prep)

Applicants and School Leadership Teams should refer to the Guidelines for Co-curricular Activities, Process and Timeline, Activity Proposal and Activity Advisor's Report.

Other Miscellaneous Stipends and Rates

Mentors (Article III, Section 6.B)	$3,237.00
Building Support Person (Article III, Section 6.C)	$745.00
Curriculum/Committee Rate	$47.93/hour
Teacher in Charge (TIC) (Article XIII, Section 11)	$167.81 for a full day; $83.91 for a half day or less

Appendix D – Supplemental Employment Contract – PLE

NORTH KITSAP SCHOOL DISTRICT NO. 400

_____ School Year

NAME: _____ DATE: _____

SCHOOL: _____ AMOUNT: _____

Pursuant to RCW 28A.400.200(4), the Board of Directors of the North Kitsap School District No. 400 (The "District") and the employee whose name appears above (the "Employee") agree that the employee shall be authorized to, in addition to the duties and services under the Employee's regular employment contract, perform the following assigned additional days and/or duties subject to the terms and conditions of the collective bargaining agreement between the District and the North Kitsap Education Association (the "Association"). This separate contract shall not exceed one (1) year and is for services beyond the employee's regular contract, if any.

Pursuant to Article XIII, Section 2.C and D of the CBA, the Professional Learning/Enrichment Responsibility Contract (PLE) compensates employees for extra time and responsibilities beyond the regular employment contract and for the professional learning/enrichment (PLE) of the educational program described below:

- Preparation for school opening
- Work connected with the conclusion of the school year
- Conferencing/communicating with students and/or parents
- Supporting school programs and student activities
- Providing individual help to students
- Preparation and revision of materials
- Ongoing evaluation of student work with focused feedback
- Planning and extended collaboration with colleagues in areas of differentiated instruction and curriculum/assessment development
- Participating in professional development including workshops, classes and learning communities
- Researching educational materials and supplies
- Improving and maintaining professional skills specific to the educational assignment and/or teaching discipline
- Working with computers and technology as related to educational issues
- Attending District and/or school-connected meetings, staff meetings and IEP meetings

This separate contract must be signed and returned to Human Resources not later than fifteen (15) days from the above day or this offer will be considered void. The special assigned pay specified above shall be paid in accordance with the terms of the collective bargaining agreement between the District and the Association and the District's established payroll procedures, including the verification of performance.

BY ORDER OF THE BOARD OF DIRECTORS

_____ _____

Superintendent Signature of Employee

_____

Date

Appendix E – Special Education Staffing Allocation Models 2026-2029

This staffing allocation model will be used with projections and when planning staffing needs for the fall. When special education teachers are under or over their caseload maximums, students may be reassigned amongst programs to balance caseloads. **This is not intended to be nor will result in a change in placement.

All formulas exclude 1:1 para educators when the IEP case manager has completed an annual targeted staffing plan prior to the annual IEP review (i.e., needs assessment, schedule, and goals with fade plan).

Developmental Preschool

Certificated Teachers		Classified Paraeducators
Students with IEPs	Staff FTE	Two paraeducators per program.
1 to 12	0.5	
12 to 24	1	

Intensive Support Program

Certificated Teachers		Classified Paraeducators
Students with IEPs	Staff FTE	One paraeducator for every grade level with 2 or more students.
1 to 12	1	

6-12 grade Functional Academics

Certificated Teachers		Classified Paraeducators
Students	Staff FTE	One paraeducator for every grade level with 2 or more students.
1 to 13	1	

Primary and Secondary Summit

Certificated Teachers		Classified Paraeducators
Students	Staff FTE	One paraeducator for every grade level with 2 or more students.
1 to 10	1	

Elementary and Secondary Resource

Certificated Teachers		Classified Paraeducators	
Students	Staff FTE	Students	Staff Hours
1 to 14	0.5	1 to 14	3
14 to 19	1	14 to 19	6
20 to 24	1	20 to 24	9
25 to 30	1	25 to 30	12

18-22 Transition Program

Certificated Teachers		Classified Paraeducators
Students with IEPs	Staff FTE	One (1.0 FTE) paraeducator for each 5 students, excluding 1:1 paraeducators
1 to 16	1	

Appendix F – Special Education Information and Standards

The information and standards included in this Appendix are not negotiated contract language, but mutually agreed upon standards which, if implemented, would enhance the effectiveness of special education paraeducators and the District's overall special education program.

Special Education Paraeducator Supervision and Training Standards

1. A set of standard protocols has been developed which will be provided to each special education paraeducator as they are hired and referred to as needed. These protocols include topics such as:
   - The appropriate channels of communication between paraeducator and staff, administration and parents
   - Suggested ways in which the paraeducator can best support students in an inclusion setting
   - Expectations for attendance and procedures to follow for absences
   - Information from the competency trainings
   - Opportunities for training and procedures to obtain funds

2. In light of the law requiring paraprofessionals to be properly trained, as well as the need for all staff working with students to be fully competent, it is necessary that paraeducators have access to necessary training regarding the classrooms they are working in, the students they are working with, and the subject matter they are teaching. In light of the limited training opportunities, the following are recommendations which address this need:
   - Add the equivalent of two paid days to each paraeducators hours to be used as appropriate for training purposes. This could be to attend workshops, work extra hours in the classroom for training purposes, or attend Instructional Improvement Day activities.
   - Clarify for paraeducators and certificated staff the parameters of the training funds available within the PSE contract.
   - When a new para-pro is hired or transferred into a new position with significantly new responsibilities, the supervising teacher will be given up to one day release, as needed, to train and supervise the new staff member. This release could be in the form of a classified substitute to save money since the certificated teacher would be present in the room, and would be provided by the District upon administrator request.
   - Both certificated and classified staff will be provided with current job descriptions for the paraeducators working in their setting.
   - Training will be provided for all staff working with assistive technology in the use of that technology.

3. Evaluation of paraeducators is the responsibility of the administrator in charge. Although the special education teacher should be included as a resource for the evaluation, all observations, completion of evaluation forms, plans of improvement etc. will be completed by the administrator.

Special Education Standards for Facilities and Equipment

Speech and Language Department

Space: 11'x15' of useable floor space (see Vinland, Gordon or Breidablik for examples), large enough to accommodate 3-4 students in an area free from excessive noise.

Recommended Standards:

- Room with a window in the door
- Sink for hygiene purposes working with oral motor needs
- Intercom in the room or close by
- Book shelves
- Storage Cabinet
- White board

Necessary Equipment and Supplies:

- Computer and printer
- Phone
- Tape recorder
- Table and chairs
- Teacher's desk and chair
- Locking file cabinet
- Latex gloves

Elementary Resource Room

Space: Classroom equivalent in size and amenities to that of the general education classroom based on the number of children served, for example a program serving 24 students would be housed in a full sized classroom. This classroom should be located as centrally as possible in the main building (not a portable) in order to facilitate communication and collaboration between staff as well as enable quick transitions for the students.

Recommended Standards:

- Sink
- Storage cupboards
- Bookcases
- Whiteboards
- Intercom

Necessary Equipment and Supplies:

- Small group instructional tables
- Student chairs of appropriate sizes
- Teacher desk and chair
- Student computers similar in quality and quantity to those in the general education classroom
- Laser printer
- Teacher computer for confidential work not used by students
- Scanner
- Shredder

Occupational/Physical Therapists

Space: 12'x14' space (such as those at Breidablik and Wolfle) are the minimum working space for one therapist. A 12'x 18' space would be ideal.

Recommended Standards:

- Ceiling mounted suspension hook in the therapy room with a minimum of 12'x12' floor space beneath.
- Unbreakable wall mounted mirror 2'x4'
- Locking storage cabinet - minimum storage space of 4'x6'x3'
- Flexible storage arrangement for larger equipment that are used regularly
- Wall hooks for equipment such as swings

Necessary Supplies and Equipment:

- Locking file cabinet - 2 drawer minimum for small caseloads, 4 drawer optimal
- Teacher's desk or table and chair
- Phone
- Computer with network access
- Printer
- Adjustable height therapy table (2'x3') for proper seating with a variety of chairs

ISP/Functional Academics Classroom

Autism population space: A classroom in the main building large enough to accommodate a class size of ten. A standard sized classroom works well to allow part of the classroom to be used as office space.

Recommended Standards:

- Sink
- Bathroom

Functional Academics

Space: Large enough to accommodate 15 or more students for at least 3 sets of wheelchairs, standers, side-lyers, walkers (Elementary). Room large enough for 23 people (Secondary).

Recommended Standards:

- Sink with ADA faucets and drinking fountain
- Attached bathroom with: mat-table for changing and range of motion activities, adequate ventilation, adequate space for wheelchair
- Good lighting
- Bulletin boards
- Linoleum floor covering in eating and art areas
- Locking cupboard for medication
- Closet for adult coats, purses and personal items
- ADA door
- Regular sized refrigerator

Necessary Equipment and Materials:

- Four student computers with at least 1 Touch Screen, 1 Intellikeys keyboard/software
- One teacher computer
- Desks and chairs at appropriate heights for a variety of students
- Teacher desk or worktable

- Large tables for group work
- Overhead projector
- Dry erase easel for group work
- Covered trash cans
- Small refrigerator
- Small microwave
- File cabinets, including one locking
- Partitions
- Cooking equipment

Middle School Resource Room

Space: If offering pull out services, a classroom large enough to accommodate 14-15 students plus staff. If service is more inclusion based, then a learning lab with appropriate technology available. These spaces should include a lockable office area with a window in it. Space for (confidential) team meetings needs to be available

Necessary equipment:

- Technology (such as computers) on par and in similar quantities as that provided in the general education setting.

School Psychologist

Space: Rough minimum of 100 square feet of usable floor space, large enough to accommodate a work desk, file cabinet and testing table.

Necessary Equipment and Materials:

- Computer and printer
- Phone
- Table and chairs
- Adult desk and chair
- Locking file cabinet
- Shelving
- Window to allow visual connection

1

Appendix G – Non-Standard Work Schedule Document for Part-time Staff

This form is to be completed by the part-time staff member and the building administrator prior to beginning the staff member's assignment. A copy of this form will be forwarded to the Human Resources Office and kept on file.

This form may also be used for other employees who have a non-standard work schedule, including employees that share time between buildings or who have a start and end time that are different than their colleagues.

Employee Name: _____

FTE: _____

Total Scheduled Work Hours per week: _____

	Start Time	End Time	Scheduled Work Hours	Scheduled Contact Time with students
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				

Please report prorated work schedule expectations for the following:

A. Which and how many faculty meetings to attend

B. Allocation of planning time

C. Allocation of the required non-instructional time before and after school

D. Which and how many PLC meetings to attend

E. Schedule for conferences

F. Requirements for other supplemental duty (including Principal/SLT Professional Responsibility Days)

G. Other

Employee Signature: _____ Date: _____

Administrator Signature: _____ Date: _____

Appendix H – Building Facilities, Supplies and Equipment for Staff

(Updated in 2023)

- Laptops/desktop computer (screen, keyboard, mouse if needed)
- Telephone
- Desk and ergonomic chair
- Current presentation devices as appropriate per classroom, as needed~~)~~
- Adequate/secure/specific storage (for materials required for your work)
- staff only bathroom
- Filing cabinet/locking with key
- Dry erase board supplies
- Every student and teacher has sufficient curriculum materials
- Reasonable access to printer/ink/paper (Special Ed/Counselors may need their own for confidential materials)
- Staff lounge
- Appropriate desk/seating/work space for students based on instructional need
- Access to office supplies i.e., pencil sharpener/stapler
- Teaching space that is quiet/clean/lit/ventilated and adequate size to house the instructor and the students being taught, whenever possible a classroom
- Reasonable equipment for roving/ itinerant staff
- Keys for all employees' access for before, after and during work
- Parking that is separate for staff and students

Appendix I – NKSD Teacher Evaluation Timeline

Beginning of Year	Fall	Mid-Year	Spring	End of the Year
By September 15 Administrator meets with the staff to discuss the Marzano Teacher Evaluation Framework and to explain the evaluation process, timeline, and forms.	**By end of first semester** Evaluator conducts observations and instructional visits including at least one formal observation of at least 30 minutes. For a formal observation, teacher meets with their evaluator in a pre-observation conference. A pre-observation conference form may be used in addition to, or in lieu of, a pre-observation conference upon the mutual agreement of the teacher and evaluator. The pre-observation form may be completed at the pre-observation conference. Formal observations will occur no later than 5 days after the pre- observation meeting. Evaluator will document all formal observations and Instructional Visits and provide a copy of the notes to the teacher within 1 working day of the observation. A post-observation conference will be held no later than 3 days after each formal observation.	**By February 15** Evaluator will meet with teachers to provide preliminary scores for components and criteria for which evidence has been collected to date. If there is an area of concern, the evaluator will identify specific concerns for the applicable component or criteria and provide possible solutions to remedy the concern in writing. This meeting may coincide with a post-observation conference.	**Evidence Collection** Observations, including formal observation(s) and instructional visits continue. Protocols same as in the fall. Other informal observations of teachers in their assigned duties may be used as evidence collection for the purpose of evaluation. Teacher may provide additional artifacts and evidence to aide in the assessment of the teacher's professional performance.	**Teacher Reflection** Teacher monitors growth using the teacher's beginning of the year self-assessment. Teacher completes final reflection on the NK Professional Goal Setting Form.
By October 1 Teacher notified in writing of who their evaluator will be and whether they are comprehensive of focused.			**By May 15** If the teacher believes a preliminary component or criterion score requires collection of further evidence, they may request an additional formal observation, additional instructional visits, or a review of evidence provided by the teacher. If the request is denied, the teacher will be notified in writing as to the reason for the denial.	**By May 31** Teacher and evaluator meet for the final evaluation conference, to discuss the teacher's summative score. The final summative score and student growth rating will be provided on the NK Certificated Comprehensive Evaluation Form. An employee may have an observer of the employee's choice present during an evaluation conference. The teacher may provide additional evidence for each criterion/component to be scored. If the evaluator scores the teachers below Proficient in any of the eight criteria, clear and sufficient evidence will be provided by the evaluator at the component level to the employee that justifies the score. Evaluator obtains the teacher's signature, which does not necessarily imply that the employee agrees with its contents. Teacher may attach written comments to observations and to the final annual evaluation report.
By November 1 Teacher completes the NK Professional Goal Setting Form. Teacher meets with their evaluator to discuss both professional and possible student growth goals/measurements.				
December 15 Deadline for any change from a focused to a comprehensive evaluation.				

Appendix J – Evaluation Glossary

1. **Additional Observations** - the evaluator/observer is authorized to make judgments of an employee's performance and professional growth in and out of the classroom/work station setting. If data collected in an additional observation is to be used in the formal evaluation report, the employer shall follow the guidelines set forth in Article XI.

2. **Does Not Meet Criteria** - an employee's overall performance in the employee's primary work assignment is unsatisfactory, based on evaluation criteria. (Article XI, Section 9)

3. **Employee Evaluation Form** - the written evaluation report summarizing the certificated employee's performance. It is based upon Employee Evaluation Forms as required by state law and board policy. All additional observation forms shall be attached to this final form. (See contract addenda.)

4. **Employee Observation Form** - the written summary of a required or any additional observation. The evaluation shall be based upon these forms. (See contract addenda.)

5. **Evaluation Criteria** - written standards upon which an employee will be evaluated. (See Article XI, Section 10)

6. **Employee Evaluation Form (Teachers and Education Support Staff)** - the form which shall be given to the employee which states whether or not the employee meets minimum state requirements. This report shall be based upon required and additional observation. This report must be given to the employee, and the evaluator/observer must meet with the employee to discuss the Employee Evaluation Report before the dates listed in Article XI, Section 6. (See contract addenda.)

7. **Meets Criteria** - employee satisfactorily fulfills the minimum standards set by state law.

8. **Needs Improvement** - a satisfactory rating that indicates that an employee has one or more areas that need improvement. (See Article XI, Section 7)

9. **Outside Evaluator** - a person who may be used to determine if an employee should remain on the Short Form Evaluation Report when the immediate supervisor wants to return the employee to the long form. The outside evaluator will decide if the employee's work performance meets the minimum criteria listed under Article XI, Section 10. This person shall be an experienced administrator from within the District or from outside the District.

10. **Personnel File** - a file of all official records of certificated personnel employed by the District. It is located in a secured area in the District personnel office and is available to the employee at any time for inspection. (See Article IV, Section 7)

11. **Post Observation Conference** - a required meeting at which the employee and the evaluator/observer discuss the classroom/workstation activities that were observed by the evaluator/observer. During this meeting both the evaluator/observer and the employee review their interpretation of the observed activities as they relate to the lesson plan previously submitted by the employee. There must be a post-observation conference each time that a supervisor places an additional Employee Observation Form in the employee's evaluation file.

12. **Pre-Observation Conference** - this is required for each required observation. It is a meeting in which the teacher and the evaluator/observer meet to discuss evaluating criteria (see Article XI, Section 10) and classroom activities that are to be observed. During this meeting, a lesson plan representing the classroom activities to be observed by the evaluator/observer shall be discussed. Both the teacher and evaluator/observer will decide on what is to be observed and reported back to the teacher.

13. **Required Observation** - a planned visit about which the evaluator/observer informs the employee in advance. The information data collected will be used in a formal evaluation.

14. **Satisfactory** - an overall rating on the Employee Evaluation Form which indicates that an employee's performance minimally meets all state criteria.

15. **Unsatisfactory** - an overall rating on the Employee Evaluation Form which indicates that an employee's performance does not meet minimum state criteria.

16. **Working Days** - normally these shall be defined as days when both the employee and the evaluator/observer are at work in the District. The exception shall be during holidays when it shall be defined as days that the evaluator/observer is at work in the District.

Appendix K – Complaint by the Aggrieved (Grievance Form A, Step I)

(Please Type or Print)

Aggrieved Person_____

Date of Formal Presentation_____

Home Address of Aggrieved Person_____

Telephone_____

School_____

Immediate Supervisor_____

Years in School System_____

Subject Area or Grade_____

STATEMENT OF GRIEVANCE:

RELIEF SOUGHT:

_____
Signature of Aggrieved

DISTRIBUTION OF FORM: Association Representative
Immediate Supervisor
Association
Grievant

Appendix L – Decision of School Principal or Immediate Supervisor (Grievance Form B, Step I)

(Please Type or Print)

To be completed by school principal or immediate supervisor within seven (7) calendar days after receipt of the grievance.

Part I

Aggrieved Person _____

Date of Formal Presentation_____

School_____

School Principal/ Immediate Supervisor_____

DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR AND REASON THEREFORE:

_____ Date of Decision

_____ Signature of School Principal/Immediate Supervisor

Part II

AGGRIEVED PERSON'S RESPONSE:

_____ I accept the above decision.

_____ I hereby refer the above decision to the Superintendent for review.

_____ Date of Response

_____ Signature of Aggrieved

DISTRIBUTION OF FORM: Association Representative
Immediate Supervisor
Association
Grievant

Appendix M – Decision by Superintendent (Grievance Form C, Step II)

(Please Type or Print)

To be completed by the superintendent within seven (7) calendar days after receipt of the formal grievance.

Part I

Aggrieved Person _____

Date of Oral Presentation_____

Part II

Date of Appeal Received by Superintendent_____

Date of Hearing Held by Superintendent_____

DECISION OF SUPERINTENDENT AND REASONS THEREFORE:

_____ _____

Date of Decision Signature of Superintendent

DISTRIBUTION OF FORM: Association
Grievant

Appendix N – Determination Regarding Arbitration (Grievance Form D, Step III)

To be completed by the Association within twenty-one (21) calendar days after receiving written decision at Step II, or thirty-five (35) calendar days of the formal filing date at Step II if no Step II decision is rendered.

Aggrieved Person _____ Date of Formal Presentation_____

Association Representative _____ Date Request Received For Arbitration _____

DETERMINATION BY ASSOCIATION:

_____ The Association, through its designated bodies, has determined that this grievance is not meritorious and/or that submitting it to arbitration is not in the best interests of the school system.

_____ The Association, through its designated bodies, has determined that this grievance is meritorious and that submitting it to arbitration is in the best interest of the school system. The grievance therefore is hereby submitted to arbitration.

_____ _____

Date of Decision Signature of Superintendent

SELECTION OF THE ARBITRATOR:

To be completed by the Superintendent and Association President within fourteen (14) calendar days after the request for arbitration.

The parties have agreed upon and selected _____as the arbitrator to whom the appended grievance is hereby submitted. (name of Arbitrator)

_____

Signature of Superintendent

_____

Signature of Association President

DISTRIBUTION OF FORM: Superintendent
Association
Grievant

Appendix O – Determination of Arbitration (Grievance Form E, Step III)

(To be completed by Arbitrator within thirty (30) working days after close of hearings.)

Arbitrator _____

Aggrieved Person _____

Date of Formal Presentation _____

Date of Request for Arbitration _____

Date(s) of Arbitrator's Meeting(s) _____

DECISION OF ARBITRATOR AND REASONS THEREFORE:
(Decision shall be final and binding to the grievant and the board.)

_____ Date of Decision

_____ Signature of Superintendent

DISTRIBUTION OF FORM: Superintendent
Association
Grievant

LETTERS OF AGREEMENT

Letter of Agreement 2026-1: Support Staff Evaluation Review

The Association and the District share a belief that evaluation procedures should be a vehicle to recognize strengths and support growth for educators. The evaluation criteria in Section XI, Section 10 are very broad and are not specific to the individual subgroups of staff that fall under Section XI for evaluation. The following subgroups of staff are evaluated under Section XI: counselors, librarians, elementary specialists, occupational therapists/physical therapists, speech and language pathologists, school psychologists, TOSAs and PAL certificated staff.

The Association and the District agree to work collaboratively to develop more meaningful and job-specific components for staff evaluated under Section XI. We realize that this work will take time to do well, that we need to have the right people involved in the work, and that there are capacity concerns related to systemic change.

The Association and District have previously collaborated on and implemented new evaluation criteria for SLPs during the 2024-25 school year, and will be implementing new evaluation criteria for OT/PTs during the 2026-27 school year. The Association and District have agreed to develop new evaluation criteria for the remaining staff groups evaluated under Section XI in stages, as described below.

The process for development, piloting, and implementation of meaningful, job-specific components for the remaining staff subgroups evaluated under Section XI (psychologists, elementary specialists (including elementary librarians), counselors, secondary librarians, TOSAs, and PAL certificated staff) will be as follows:

A. Year One: Criteria Development Year

1. Committee: A Section XI Subgroup Evaluation Criteria Committee will be formed and will be charged with developing more meaningful and job-specific components for that subgroup that fit within the evaluation criteria. The Association and the District will each appoint up to five members to the Committee. The Committee will be co-chaired by two Committee members, one selected by the Association and one selected by the District. The co-chairs will have primary responsibility for setting meeting dates, creating agendas, and ensuring that Committee work is on track in terms of timelines, legality/contract issues, and the intent of this LOA. NKEA members serving on the Committee will be paid for work outside their normal working day at the curriculum rate identified in Appendix C.

2. Considerations: The Committee may consider a variety of existing resources as a starting point, including, but not limited to models from professional associations, models linked to existing evaluation frameworks, and models created/implemented in other districts.

3. Timelines: Committee members will be identified by both the Association and the District no later than October 1 and the first committee meeting will be held no later than November 1. The Committee will submit a proposed set of subgroup specific components to the NKEA and NKSD Bargaining Team no later than March 1, for review by the bargaining team no later than April 1. The NKEA/NKSD Bargaining Team will make a determination as to whether the proposed subgroup components will be piloted the following academic year or returned to the Committee for additional work.

B. Year Two: Pilot Year

1. Pilot Participants: If the NKEA/NKSD Bargaining Team has determined that the proposed subgroup 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 in that subgroup 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 Committee will meet at least once every two months, starting in October to review data and anecdotal evidence about the piloting and potential implementation of the proposed components.

3. Committee Report: The Committee will submit a report and recommendation to the NKEA/NKSD Bargaining Team with one of the following four recommendations: (a) move forward the following year with the proposed set of subgroup specific components; (b) 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) additional year of work by the committee. This report will be submitted to the NKEA/NKSD Bargaining Team no later than May 1 for review by the Team no later than June 1. The NKEA/NKSD Bargaining Team will determine as to how to proceed on the recommendation.

C. Year Three: Implementation Year

When the NKEA/NKSD Bargaining Team has agreed to implement the new subgroup specific components, then those components will be used for evaluations covered under Article XI. At the end of the Implementation Year the Committee will meet to review the evaluation process for the year and consider any changes to be recommended to the NKEA/NKSD Bargaining Team.

D. Development/Implementation Cycle

For the 2026-27 school year, the Association and District will implement new proposed criteria for OT/PTs and the Committee will begin to develop evaluation criteria on the remaining groups evaluated under Article XI, as determined by the Association and the District. No later than May 1, 2027, the Association and the District will identify which remaining subgroup(s) covered under Article XI will enter Year One for the 2027-28 school year.

NORTH KITSAP SCHOOL DISTRICT	NORTH KITSAP EDUCATION ASSOCIATION
Rachel Davenport, Superintendent	Ted Jez, President
6/16/26	Oct 15 - 2024
Date	Date

Letter of Agreement 2026-2: District-level Committees

For the 2026-27 school year, the District and Association shall pilot efforts to increase employee participation and voice in District-level committees. No later than September 15, 2026, the Association President and the District Superintendent (or their designees) shall meet to identify (1) which District-level committees will meet during the regular on-site work day of employees and which will meet outside the regular on-site work day; and (2) what level of compensation (hourly or stipend) will be offered for committee participation or additional work to prepare for substitutes covering a class. The District will set aside a total budget of $7,000 dollars for this compensation (inclusive of mandatory employer taxes) to be distributed as determined by the Association President and the District Superintendent (or their designees).

NORTH KITSAP SCHOOL DISTRICT	NORTH KITSAP EDUCATION ASSOCIATION
Rachel Davenport, Superintendent	Ted Jez, President
6/16/26	06-15-2026
Date	Date

SIGNATURE PAGE

Adopted by the Board of Directors this 11th day of June 2026, and recorded in the records of the School District as of this date:

NORTH KITSAP EDUCATION ASSOCIATION

BY: _____
Ted Jez, Association President

Date: 06-15-2026

NORTH KITSAP SCHOOL DISTRICT #400

BY: Rachel Davenport (Jun 11, 2026 15:02:33 PDT)
Superintendent, Dr. Rachel Davenport

DATE: _____

BY: Mike Desmond (Jun 5, 2026 08:35:48 PDT)
Board President, Mike Desmond

DATE: _____

BY: Beverly Godfrey (Jun 5, 2026 10:06:44 PDT)
Board Vice President, Beverly Godfrey

DATE: _____

BY: Stacy Mills (Jun 11, 2026 15:01:36 PDT)
Board Director, Stacy Mills

DATE: _____

BY: Miranda Smallwood (Jun 8, 2026 18:42:40 PDT)
Board Director, Miranda Smallwood

DATE: _____

BY: Debra Strawhun (Jun 5, 2026 14:00:42 PDT)
Board Director, Debra Strawhun

DATE: _____