

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CENTRAL KITSAP EDUCATION  
ASSOCIATION**

**AND**

**THE CENTRAL KITSAP SCHOOL DISTRICT**



**2020-2023**

September 2020

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## **PREAMBLE 2020-2023**

This Agreement is by and between the Board of Directors of the Central Kitsap School District, County of Kitsap, hereinafter referred to as the "Employer", and the Central Kitsap Education Association, hereinafter referred to as the "Association". The Central Kitsap Education Association is affiliated with the Washington Education Association and the National Education Association. This Agreement includes the following articles and provisions.

### **ARTICLE I – ADMINISTRATION**

#### **SECTION A – RECOGNITION**

1. Pursuant to RCW 41.59, the Employer hereby recognizes the Association as the sole and exclusive bargaining representative for all full-time or regular part-time certificated employees whether under contract or on leave. Such representation will cover employees assigned to newly created positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation will exclude the Superintendent, Assistant Superintendent of Human Resources, Director of Curriculum and Instruction, Directors of Special Services, Director of Student Services, Directors of Teaching and Learning, Director of Achievement and Innovation, Director of Career and Technical Education, Director of Athletics, principals, assistant principals, and casual substitute employees.
2. The term "Employee" and "Educational Employee" will mean any certificated employee when used hereinafter in this Agreement and will refer to all employees represented by the Association in the bargaining unit as defined above.
3. Substitute certificated employees employed by Central Kitsap School District No. 401 for more than thirty (30) days of work within the preceding school year and who continue to be available for employment as substitute teachers (are regular part-time employees of Central Kitsap School District No. 401) are included in the appropriate bargaining unit for which Central Kitsap Education Association is recognized as the exclusive bargaining representative. Such employees will receive only the benefits listed in the following provisions of this Agreement: Article I A, Article II D, F, G, H, J, K, Article V A, C, E, Article VII J, Article X (limited to the aforementioned sections of this Agreement).
4. Substitute certificated employees employed by Central Kitsap School District No. 401 for twenty (20) days of continuous service in the same position and while in continuous service in that position are regular part-time employees of Central Kitsap School District No. 401 and are included in the appropriate bargaining unit for which the Association is recognized as the exclusive bargaining representative. Such employees will receive only the benefits listed in the following provisions of this Agreement: Article I A, Article II C, D, F, G, H, J, K, Article V A, C, E, Article VII A, F, I, J, Article X (limited to the aforementioned sections of this Agreement).

## SECTION B – AGREEMENT COMPLIANCE

1. All individual employee contracts between the Employer and the individual employee in effect during the duration of this Agreement will be subject to, and consistent with, the terms and conditions of this Agreement.
2. Any individual employee contract hereinafter executed will expressly provide that it is subject to the terms of this and subsequent Agreements between the Employer and the Association. If any individual employee contract contains any language inconsistent with this Agreement, this Agreement during its duration will be controlling.
3. An Agreement waiver will be considered an addendum to the Collective Bargaining Agreement for the purpose of innovative and creative program implementation. Any arrangement or action that is contrary to the terms of the Collective Bargaining Agreement will require an Agreement waiver (letter of agreement) which specifies the nature and duration of the waiver.
  - a. Prior to implementing any arrangement or action that is contrary to the terms of the Collective Bargaining Agreement, an Agreement waiver proposal must be submitted to the CKEA President, demonstrating written evidence that at least (2/3) two-thirds of the certificated employees affected by the waiver are in agreement. Only certificated employees specifically affected by the waiver are eligible to vote.
  - b. All proposals (See Appendix Q) must include a brief rationale describing the purpose of the waiver and any impact the waiver might have on other programs, staff and/or budgets.
  - c. After the form is completed and signed by (2/3) two-thirds of the affected employees, the proposal must be signed by the building administrator (to acknowledge awareness of the waiver request) and building CKEA representative. Then, it is submitted to the CKEA President.
  - d. The CKEA President is responsible for submitting the proposal to the CKEA Executive Board for their approval. The approval process used by the Executive Board may include, but is not limited to, the following criteria:
    1. Does this maintain the integrity of the Agreement?
    2. Is it an innovative and creative program, or is it a matter of scheduling convenience?
    3. Has the correct process been followed? (timelines, signatures, etc.)
    4. What other alternatives have been explored?
    5. Does this provide a fair and equitable solution?(Note: CKEA Executive Board usually meets the second week of each month beginning in October.)
  - e. Upon approval of the Executive Board, the waiver is signed by the Association President and submitted to the Superintendent or his/her designee for final approval. Subsequently, a letter of agreement is written and signed by the Association President and the Superintendent or his/her designee.
  - f. After the Letter of Agreement has been signed, the Agreement waiver will be implemented for the period of one school year.
  - g. All Agreement waivers will be kept on file as follows: one (1) copy in the District office, one (1) copy in the Association office, and one (1) copy at the site that originated the waiver.

## SECTION C – CONFORMITY TO LAW

The Employer and the Association agree that this Agreement will be binding on both parties, except that if any section or provision is substantially affected by changes in the law, or will be contrary to law, then such sections or provisions will not be applicable, performed or enforced. The remainder of this Agreement will not be affected thereby, and the Employer and Association will enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s). Any provision of this Agreement which may be found contrary to the law but becomes legal during the life of this Agreement, will take immediate effect upon the enactment of such legislation.

If the parties are unable to negotiate a mutually agreeable replacement for specific section(s) or provision(s), then the disagreement, excluding those matters declared by PERC to be non-mandatory subjects of bargaining, will be referred to interest arbitration utilizing rules of the American Arbitration Association.

## SECTION D – AGREEMENT ADMINISTRATION

1. Association representatives chosen and designated by the Association President and the Superintendent will have a mutual right to meet with each other at least once a month during the work year to review and discuss current school problems and practices and the administration of this Agreement.
2. Upon the request of either party, additional meetings will be scheduled at a mutually agreeable time but not later than five (5) days from the date the request is made. Such requests will be in writing and will contain the items of concern.

## SECTION E – DISTRIBUTION OF AGREEMENT

1. Within sixty (60) working days following the ratification and signing of this Agreement, the Agreement will be accessible to all employees online. Annually, the Association President and Assistant Superintendent of Human Resources will determine the number of copies that will be printed. Employees may request a written copy of the Agreement by contacting the Association President. Further copies will be provided upon request to the Association by the Human Resources Office. The cost of printing and distributing all copies of this Agreement will be shared equally by the Association and Employer.
2. The style and format of printing this Agreement will be agreed upon between the Association and the Employer.

## SECTION F – INDIVIDUAL EMPLOYEE CONTRACTS

1. Individual Employee Contract - The Employer will issue to each employee a contract with all proposed assignments indicated therein and in conformity with Washington State Law, State Board of Education Regulations, and this Agreement.

2. Extended Contracts - Any employee contracted for days or partial days in excess of one hundred eighty four (184) days will receive additional compensation. The terms per diem pay/salary will refer to an employee's daily pay based on the employee's placement on the regular salary schedule (1/184). The term "extra pay rate" will refer to 80% of an employee's daily pay based on the employee's placement on the regular salary schedule (1/184).
3. Supplemental Contracts
  - a. There will be a Supplemental Contract for the specified co-curricular and supplemental assignments as herein provided.
  - b. Assignments to co-curricular, special, and supplemental assignments will be for one (1) year and will be consistent with statutory provisions.
  - c. In the event the Supplemental Contract is not re-issued for the following year, the employee will be notified of the reason for the decision.
  - d. The Employer agrees to notify staff, in writing or by e-mail, of potential assignments.
  - e. The Employer agrees to issue Supplemental Contracts no later than thirty (30) days after the effective date of the Supplemental Contract, except in emergency situations, provided that the issuance of Supplemental Contracts is consistent and in conformity with Washington State Law, State Board of Education Regulations and this Agreement.
  - f. The Supplemental Contract positions and the stipends for them will be set forth in Appendices A, B, C, and D.



## ARTICLE II – RIGHTS AND RESPONSIBILITIES

### SECTION A – MANAGEMENT RIGHTS

1. The rights, powers, authority, and functions of management will remain exclusively vested in the Employer and its Board of Directors except as limited by the provisions of this Agreement.
2. All matters not covered or treated by the language of this Agreement will be administered by the Employer as from time to time it may determine.

### SECTION B – ASSOCIATION RIGHTS

1. The Association and its representatives can use District buildings for meetings outside the student day and to transact Association business by making prior arrangements with the building administrator. No exercise of the Association rights under this section will interfere with the educational process.
2. The Association can use the District mail service, email, and bargaining unit employees' mailboxes for communication purposes.
3. The Association can post notices of activities and matters of Association concern on bulletin boards to be provided in each faculty lounge and/or designated staff areas of each building in the District.
4. The Employer will furnish to the Association, upon request in writing, any information normally compiled in the daily operation of the District, including all information and data required by the Association to fulfill its representation responsibilities in bargaining and grievance processing.
5. The Association can use the Employer's facilities and equipment, including computers, copiers, printers, and all types of audio-visual equipment at reasonable times by making prior arrangements with the building administrator. No exercise of the Association rights under this section will interfere with the educational process.
6. The Association will pay the PTA rate per page for copies. The rental schedule for District equipment will be determined by the Association President and Superintendent.
7. Should negotiations or the investigation/processing of any grievance be mutually scheduled during working hours, the Association representatives will be released from their assignments without loss of pay or benefits, at the expense of the Association.
8. The District agrees to provide to the Washington Education Association (WEA) the name, home address, telephone number, work email, work location, date of hire, department/job title of each employee covered under this contract at least once annually, and when requested by CKEA and/or WEA. The District will submit the same information for a new employee whenever a new bargaining unit member is hired into the district throughout the year, within a

reasonable timeframe.

9. The District must provide the Association reasonable access to new employees of the bargaining unit for 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.
  - a. No employee may be mandated to attend the meetings or presentations by the exclusive bargaining representative.
  - b. "Reasonable access" for the purposes of this section means:
    1. The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit;
    2. The access is for no less than thirty minutes; and
    3. 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.
  - c. Nothing in this section prohibits the district from agreeing to longer or more frequent new employee access, but in no case may an employer agree to less access than required by this section.
  - d. The Association will be given at least a ten (10) day notification of all employee and orientation meetings.
  - e. If the district holds or co-sponsors a job or benefit fair, the association will be given notice not less than thirty (30) days in advance and will have the right to operate its own table or booth to provide information to participants throughout the duration of the event.

### SECTION C – PERSONNEL FILES

1. Employees or former employees will, upon request, have the right to inspect all contents of their complete personnel file kept within the District Office in the presence of an administrator or designee. Such file will be the official and only personnel file. Upon request, a copy of any documents contained therein will be afforded employees.
2. A representative, at the employee's request, may be present at the personnel file review.
3. Upon request by the employee, the Superintendent or his/her designee will sign an inventory sheet to verify the contents of the personnel file at the time of inspection by said employee (see Appendix F).
4. Each employee's personnel file will contain the following minimum items of information: all employee's evaluation reports, copies of annual contracts, transcripts of all academic records

(supplied by the employee), and the employee's teaching certificate.

5. Any correspondence or other written material made against an employee by any parent, student, or other person which may be used against an employee will be called to the attention of the employee within ten (10) work days after its receipt by the Employer, and the employee will have the right to attach his/her own written comments.
6. Written notification by the Employer to inform the employee of the receipt or composition of any derogatory material within fifteen (15) days of such receipt or composition will be required for such material to be allowed as evidence in any grievance or in any disciplinary action against such employee. Said derogatory material must be corroborated by the Employer before inclusion in the personnel file.
7. The employee will acknowledge that s/he has read such material by affixing her/his signature and the date on the actual copy to be filed with the understanding that such signature merely signifies that s/he has read the material to be filed. Such signature does not indicate agreement with its content.
8. Any derogatory material, except for employee evaluations, will be removed from the personnel file at the written request of the employee three (3) years after its initial placement into the file, provided the employee has not been further disciplined for a similar offense during that time.
9. Working files are not subject to inspection. Any documentation noted in any working file directly relating to employee discipline or adverse effect to contract status will be called to the attention of the employee within ten (10) working days. The employee will have the right to attach his or her own written comments. All material will be removed from the working file after two (2) years.

#### SECTION D – NON-DISCRIMINATION

1. Neither the Employer nor the Association will unlawfully discriminate (as determined by an arbitrator, agency, or court of competent jurisdiction) against any employee on the basis of age, race, creed, color, national origin, gender, marital status, family, domicile, sexual orientation, handicapping condition, status as a Military Veteran, political activity or lack thereof, or membership or organization activities in any lawful organization.
2. Nothing in this Agreement will be construed to limit the rights of the Employer or employee(s) guaranteed by statute.

#### SECTION E – RIGHTS OF EMPLOYEES IN THE BARGAINING UNIT

Pursuant to RCW 41.59, the Employer hereby agrees that every employee will have the right to freely organize, join, and support the Association.

## SECTION F – STAFF PROTECTION

Personal property that is at work for the comfort or convenience of the employee (e.g. coffeepot, heater, and microwave) will not be covered by District insurance. The Central Kitsap School District provides:

1. Insurance against personal injury liability and property damage liability for employees while acting within the scope of their employment.
  - a. District insurance against personal injury liability and property damage liability for employees driving personal vehicles on District business is secondary to other insurance on the driver and vehicle, and is effective only when those policies' liability coverage is entirely paid out.
  - b. When a vehicle is rented with proper authorization for District purposes, paid for by the District, and the rental agreement names the District as the renter, the District's insurance will be in force, secondary to the rental company's, but before the driver's.
2. Insurance on employee's personal property in the following circumstances (This insurance is subject to the terms and conditions of the District's insurance policy including limitations, exclusions, and deductibles. Employees are encouraged not to bring valuable personal property as the District's insurance has high deductibles and is secondary to any other employee-owned insurance.):
  - a. When personal property is damaged or destroyed while and because the employee is engaged in maintaining order, discipline, or protection of the District's property, in connection with a school activity (e.g. teacher's cell phone is destroyed as s/he breaks up a fight).
  - b. When the personal property is used directly in carrying out the instructional program with the consent of the employee's supervisor. A supervisor who has been notified in writing at or about the time the property is brought to District premises, and before it is damaged/lost or destroyed, will be deemed to have consented if s/he does not object to its use.

## SECTION G – ACADEMIC FREEDOM

1. Academic freedom will be guaranteed to employees and no special limitations will be placed upon study, investigation, presenting and interpreting facts and ideas concerning people, human society, the physical and biological world, and other branches of learning subject to accepted standards of professional responsibility.
2. This responsibility includes a commitment to democratic tradition; a concern for the welfare, growth and development of children; and an insistence upon objective scholarship; and limiting the scope of the classroom activity to those areas reasonably relevant to the subject matter of the course being taught.
3. Employees may use their professional judgment to supplement lessons in support of the adopted core instructional material(s) in order to assist all students in reaching state curricular standards.

## SECTION H – SAFE WORKING CONDITIONS

The Employer will provide safe and nonhazardous working conditions for employees at their place of employment in accordance with the OSHA and the WISHA Standards for public sector education employees.

## SECTION I – INSTRUCTIONAL MATERIALS

Employees will be given an opportunity to provide input to the relevant departmental chairperson or building administrator in determining what instructional supplies and materials will be stocked with funds available.

Where applicable, the Employer will make every reasonable effort to allocate sufficient funds to provide for the purchase and/or replacement of textbooks in a quantity to provide one copy per student per class.

The District will have procedures for curriculum and technology adoptions. The CKEA President, the Administrator(s) of Teaching and Learning, and Administrator(s) of Curriculum and Instruction will review the procedures annually.

## SECTION J – PERSONAL FREEDOM

The private and personal life of any employee is not within the appropriate concern or attention of the Employer unless the private and personal life of the employee adversely affects the performance of the employee's professional responsibilities.

## SECTION K – DUE PROCESS

1. An employee may not be disciplined without just cause. Progressive discipline steps include verbal reprimand, written reprimand, suspension without pay, or termination. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing. Any disciplinary action taken against an employee will be appropriate to the behavior which precipitates the action. Disciplinary steps may be skipped when appropriate, depending on the nature of the issue. Any disciplinary action will occur within twenty (20) working days of the time that the supervisor should reasonably have known of the alleged infraction.
2. An employee will be entitled to have present a representative of the Association during any meeting which the employee believes could result in discipline or when the employee believes the representative may be of assistance in problem solving. This would include any meeting where pre-disciplinary action such as a warning or letter of expectation is being discussed. When a request for such representation is made, no action will be taken with respect to the employee until such representative of the Association is present.
3. It is agreed that all disciplinary matters pursuant to this Article will be subject to the Grievance

Procedure contained in this Agreement except that, all discharge, probationary proceedings, and non-renewal of employees will be subject to appropriate statutes, provided that the Employer agrees to utilize a hearing officer in such discharge and non-renewal cases if the affected employee consents.

#### SECTION L – NEW STAFF ORIENTATION

The Board and the Association recognize the need to properly orient new staff members to the unique requirements of the District; therefore, it is agreed that the Association may participate in planning the orientation of new staff. Under no circumstances will this section be interpreted to limit the Employer's right to control the agenda for the orientation of new staff members.

#### SECTION M – EMPLOYEE ASSISTANCE PROGRAM

The District will provide up to \$3,500 per year for counseling referral services through the Employee Assistance Program (EAP). Employees accessing the EAP may use up to two (2) sessions per year while the budget is available. Reasonable effort will be made to maintain the confidentiality of the employee through this process.

## ARTICLE III – EVALUATION

### SECTION A – GENERAL PROVISIONS

#### 1. Observation Guidelines

- a. During each school year, employees will be observed in the performance of their work assignment for the purpose of evaluation subject to and consistent with the provisions set forth in this Agreement.
- b. All observations of work performance by an employer will be conducted openly and with full knowledge of the employee. An observation for the purpose of evaluation, once begun, will not be changed to an informal observation unless the evaluator and the employee mutually agree to do so.
- c. During each school year, each employee will be observed for the purpose of evaluation at least twice. Total observation time for each employee for each school year will not be less than a documented sixty (60) minutes.

#### 2. Evaluation Procedures

- a. All employees will be evaluated in accordance with the criteria set forth in current state statute on the summative or formative evaluation model. Each employee evaluation will acknowledge the strengths and deficiencies, if any, and will include supportive information for the conclusions made by the evaluator.
- b. Evaluations will be for the purpose of improvement of performance. While it is recognized that classroom instruction is the singularly most important task of a teacher, other professional duties contributing to the efficient functioning of a public school are also subject to the evaluation process.
- c. An employee who transfers to a different assignment will be evaluated prior to the transfer taking effect if the employee has been in the position sixty (60) calendar days or more.
- d. One (1) copy of the evaluation report will be retained by the employee, and the original will be placed in the employee's personnel file. The evaluation report will 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.
- e. All evaluations are subject to the provisions of this Article and will be reported on the Evaluation Report Forms contained within this Agreement as Appendices N-U. Observation notes will be made available to the teacher.

#### 3. Employee Rights

- a. No evaluation conference will be used as a forum to discipline employees.
- b. An employee may appeal an evaluation, through the grievance process, but the appeal is limited to the evaluation procedures and time lines.
- c. Any complaint made against an employee, which may be used in an evaluation, will be called to the attention of the employee within five (5) working days, affording the employee the right to answer such complaint. If it is subsequently found the complaint is not true, the complaint cannot be used in the written evaluation.
- d. During the evaluation process, an employee may note in writing for the evaluator any circumstances that may adversely affect the outcome of the evaluation. When so

advised, the evaluator will note in writing the alleged circumstances that may have adversely affected an employee's performance.

- e. Following the evaluation conference, the employee may submit signed comments concerning the evaluation report. These signed comments will be made a part of the official evaluation report and be placed in the employee's personnel file.

#### 4. Responsibility for Evaluation

- a. The assigned administrator(s) within each school building, will be responsible for the evaluation of employees assigned to that school building.
- b. An employee not assigned to a specific school building will be evaluated by his/her appropriate administrator.
- c. An employee assigned to more than one (1) school building will be evaluated by the assigned administrator, with informal input from the administrator(s) at the employee's other assigned site(s). Only the administrator assigned as the evaluator may address areas of concern or deficiency for the purpose of evaluation.
- d. Upon written request from an employee in a building with two (2) or more administrators, the Administrator(s) of Teaching and Learning may reassign the employee to another evaluator in the building.
- e. No member of the bargaining unit will evaluate any other member of the bargaining unit or effectively participate in the evaluation process.
- f. To ensure equitable evaluation of employees, the Employer agrees to train each administrator who has the responsibility for evaluating employees in the evaluation procedures and criteria as set forth in Article III of this Agreement. No administrator will evaluate an employee without having received training in these procedures and criteria.
- g. New employees, within thirty (30) days of employment will be given a copy of the evaluation report form and criteria to be used in the evaluation process. All employees will be advised within thirty (30) days of the beginning of the school year the evaluation model and form upon which they will be evaluated.

#### 5. Additional Evaluations

- a. In addition to the evaluations required under Subsection 1 of this Article, additional evaluations may be conducted by the evaluator provided observations for such evaluations are at least fifteen (15) continuous minutes in duration.
- b. All additional evaluations will be subject to the provisions of this Article.

### SECTION B – SUMMATIVE EVALUATION

#### 1. Provisional Employees

A provisional employee is an employee who is either (1) in the first three years of employment by a school district; or (2) in the first year of employment at a school district but has at least two years of employment by another Washington school district. Rights of provisional employees are defined by state statute. The probationary process is not applicable to provisional employees.

#### 2. Placement on the Summative Form

All employees new to the District who have two or more years satisfactory experience will be evaluated on the summative form for two years. Employees with less than two years of



satisfactory experience will be evaluated on the summative form for four years.

### 3. General Procedures

#### a. Summative Pre-Observation

1. Prior to the first formal observation, the employee and the evaluator will meet to select from the criteria those criteria items to be focused on during the observation and to apprise the evaluator of the employee's objectives, methods, and materials planned for the lesson to be observed. If the evaluator is unable to hold the scheduled observation, the employee may request another pre-observation conference.
2. For the second formal observation, the assigned evaluator will notify the employee no later than the Friday prior to the week in which the second observation is scheduled. In the event that the evaluator is unable to observe the employee during the identified week, the employee will specify a day and time during the following week when the observation will take place. The evaluator's schedule will be consulted before setting the observation.

#### b. Summative Observations

During each school year, each employee will be observed for the purpose of evaluation at least twice. Total observation time per required evaluation will not be less than thirty (30) minutes in duration.

#### c. Summative Post-Observation

1. Within three (3) working days following each observation, the evaluator will provide the employee with a copy of any observation notes taken.
2. If the evaluator notes in writing any deficiencies during the observation, a clarification conference will be held with the employee within five (5) working days to provide feedback on the observed performance and to enable the employee to respond to the observation notes and any conclusion drawn.
3. Within ten (10) working days following the completion of the observation, a meeting will be held between the employee and the evaluator to discuss the evaluation report. At this meeting, the evaluator will provide the employee with a copy of the written evaluation report and discuss the evaluation with the employee. At the request of the employee, observation notes may be initialed and become part of the evaluation report to be filed in the employee's personnel folder.
4. In the event that an evaluation report indicates that an employee has specific deficiencies (N's) in one or more area defined in the evaluation criteria, the evaluator and the employee will attempt to develop a mutually agreeable written plan designed to correct the recorded deficiencies. Any prepared plan will include written recommendations for improvement with definite, positive assistance. If a plan cannot be mutually agreed upon within ten (10) working days of the post-observation conference, the evaluator will prepare and deliver such plan to the employee. Should the evaluator fail to deliver such plan within ten (10) working days of the post-observation conference, the evaluation from which the plan arose will be considered null and void.
5. If an evaluator finds an employee deficient in performance consistent with the paragraph above, one additional observation and evaluation for a minimum of thirty (30) minutes, or its equivalent for non-classroom employees, will be required within four (4) consecutive weeks from the date of the plan for

improvement. Should the employee correct said deficiencies during this time period, the evaluator's evaluation report will note the same. Should the employee not correct said deficiencies (N's) during this time period, a procedure for probation status will be followed.

#### 4. Employee Probationary Status

Prior to the Employer, or its authorized representatives, taking any official action regarding probation, a conference will be held between the evaluator, the affected employee, his/her designated representative, and the Superintendent and/or his/her designated representative. After this conference, the Employer will follow the statutory requirements regarding the placement of an employee on probation and will provide to such employee, at the conference, a copy of the statutory requirements.

#### 5. Summative Timelines

- a. New employees, within thirty (30) days of employment will be given a copy of the evaluation report form and criteria to be used in the evaluation process. All employees will be advised within thirty (30) days of the beginning of the school year, of the evaluation model and form upon which they will be evaluated.
- b. First evaluation
  1. First evaluation is prior to January 1st (new employees within 90 calendar days).
  2. Pre-observation conference required. Schedule observation time.
  3. Complete thirty (30) minutes of observation time.
  4. Observation notes to employee within three (3) working days.
  5. Clarification conference within five (5) working days, if there are deficiencies.
  6. A post-observation conference will be held within ten (10) working days.
  7. Sign completed evaluation. One copy to employee and the original to the personnel file.
- c. Second evaluation
  1. Second evaluation is prior to May 1.
  2. Evaluator notifies employee not later than the Friday prior to the week of scheduled observation.
  3. Complete thirty (30) minutes of observation time.
  4. Observation notes to employee within three (3) working days.
  5. Clarification conference within five (5) working days if there are deficiencies.
  6. A post observation conference will be held within ten (10) working days.
  7. Sign completed evaluation. One copy to employee and the original to the personnel file.

### SECTION C – FORMATIVE EVALUATION

Formative evaluation will provide an option for employees to select professional growth goals and determine the method of accomplishing those goals. Professional growth will be promoted by a supportive environment that encourages trust, exploration, and increased collegial interaction. The formative evaluation process will support employees in making decisions regarding self-improvement and will allow collaborative decisions regarding effective staff development.

## 1. Eligible Employees

- a. Any employee who has four (4) full consecutive years of satisfactory experience, with no noted deficiencies in the past full year, is eligible. An employee with prior experience outside the District is eligible after two (2) consecutive years of satisfactory experience in the Central Kitsap School District, if the two (2) years immediately prior to employment with Central Kitsap were satisfactory. A deficiency is defined as an "N" marked on any one criterion on the Summative Evaluation Form.
- b. An employee qualifying for the formative evaluation model, who changes from one job category to another, will be evaluated on the appropriate summative form for one (1) year. At the end of one (1) year of satisfactory service (no "N's" noted on the evaluation), the employee may return to the formative system.
- c. When an employee changes job category in the formative evaluation model, the employee moves back to the summative model for one (1) year. A job category change refers to moving from one main evaluation form to another. An example would be a move from classroom teacher to teacher librarian.
- d. If returning to the previous job category within five (5) years of changing job categories, the employee may be evaluated on the formative model without spending one (1) year on the summative cycle.

## 2. General Procedures

- a. Eligible employees, who wish to be evaluated using the summative evaluation model rather than the formative evaluation model, will inform their evaluator prior to September 30.
- b. Employees participating in the formative evaluation model will be observed in the performance of their duties a total of sixty (60) minutes during the year in accordance with statutory requirements. The appropriate formative evaluation form will be completed by the assigned evaluator and signed by the employee before May 1 of each year. Employees will be evaluated using the Formative Short Form for the first two (2) years, and the Formative Long Form for the third year of each three-year cycle.
- c. Each participating employee (both long and short form) will complete a Professional Growth-Planning Worksheet for the purpose of setting professional goals for improving performance (Appendix L).
- d. The employee and the evaluator will meet prior to November 1 to discuss the completed Professional Growth-Planning Worksheet. During this meeting, the evaluator will act as an advisor in order to clarify and refine the plan, assist in developing ways to evaluate progress, and discuss resources available.
- e. The evaluator is encouraged to assist in coordinating efforts toward common goals which exist in the building. The evaluator is further encouraged to disseminate information and resources which may have bearing on employees' professional growth plans.
- f. Mid-year, the employee and the evaluator will meet to discuss progress of the professional growth plan and to update any need for resources.
- g. Prior to the end of the school year, the employee and the evaluator will meet to review any pertinent data and to assess the outcome of the professional growth plan. All written materials generated for or resulting from the Planning Worksheet will be kept in a separate file from the evaluation permanent record. The employee will receive any files and data pertaining to the growth plan at the end of the school year.

### 3. Formative Evaluation - Short Form

#### a. Timeline

1. All employees will be advised within thirty (30) days of the beginning of the school year of the evaluation model and form upon which they will be evaluated.
2. Professional Growth-Planning Worksheet (Appendix L) conference completed by November 1.
3. Meet mid-year to discuss progress made on the professional growth plan.
4. Complete a total of sixty (60) minutes of observation time, copy of observation notes to employee within three (3) days following each observation, and sign completed Formative Evaluation Short Form (Appendix M) prior to May 1.
5. Meet to assess the outcome of the professional growth plan prior to the end of the school year.

#### b. Process for Improving Performance

1. If during observation of an employee, the evaluator notes any deficiencies in writing, a conference will be held within five (5) working days to provide feedback on the observed performance and to enable the employee to respond to the observation notes and any conclusions drawn. At this meeting, the evaluator and the employee will schedule another observation within ten (10) working days.
2. If during the next observation, the evaluator notes evidence of the same deficiency, another conference will be held with the employee within five (5) working days to discuss the observed performance and attempt to mutually develop a plan of action to be taken by the employee to resolve the deficiency. A third observation will be scheduled within four weeks of the date of the plan to verify the successful implementation of the plan of action. If no plan can be mutually agreed upon, the evaluator and the employee will schedule another observation within ten (10) working days, using the Formative Long Form.
3. If during the third observation the deficiency has not been resolved to the satisfaction of the evaluator, the evaluator and the employee will schedule a fourth observation within ten (10) working days, using the Formative Long Form.

### 4. Formative Evaluation - Long Form

#### a. Timeline

1. All employees will be advised within thirty (30) days of the beginning of the school year of the evaluation model and form upon which they will be evaluated.
2. Professional Growth Planning Worksheet (Appendix L) conference completed by November 1.
3. Meet mid-year to discuss progress made on professional growth plan.
4. Complete two (2) observations for a total of sixty (60) minutes prior to May 1. Copy of observation notes to employee within three (3) days following each observation.
5. A post-observation conference will be held within ten (10) working days following each observation.
6. Sign completed Formative Evaluation Long Form (Appendices N-P) prior to May

1. An employee who is evaluated using the Formative Long Form and who meets expectations in each of the listed criteria will return the following year to the Formative Short Form.
  7. Meet to assess the outcome of the professional growth plan prior to the end of the school year.
- b. Process for Improving Performance
1. If the evaluator notes in writing any deficiencies during the observation, a clarification conference will be held within five (5) working days to provide feedback on the observed performance and to enable the employee to respond to the observation notes and any conclusions drawn.
  2. The evaluator and the employee will attempt to develop a mutually agreed upon written plan designed to correct the recorded deficiency(ies). If no mutually agreed upon plan can be developed, the evaluator will prepare and deliver a plan to the employee within ten (10) working days of the clarification conference. This plan will include written recommendations for improvement with definite, positive assistance.
  3. Within four (4) weeks of the date of the plan for improvement, the evaluator will hold an additional observation for a minimum of thirty (30) minutes. Should the employee correct the recorded deficiency(ies) during this time period, the evaluation report will note the same. The employee who has corrected the noted deficiency(ies) will remain on the formative cycle and return to the Formative Short Form the following year.
  4. An employee evaluated using the Formative Long Form and who has not met expectations in one or more of the listed criteria and has not corrected recorded deficiency(ies) at the time of the final observation will be evaluated in the following year using the Summative Form (Appendices N-P).

## **ARTICLE IV – INSTRUCTION**

### **SECTION A – SPECIAL EDUCATION SUPPORT**

The District will grant each special education teacher, school psychologist, SLP, OT, and PT a \$2,000 stipend prorated based on employee FTE in special education positions for timely completions of IEPs, progress reports, and evaluation/reevaluation reports. In addition, the District will offer 3.75 hours of optional professional learning at the employee's extra rate of pay. The day will be scheduled by department administrators the prior spring.

### **SECTION B – SPEECH LANGUAGE PATHOLOGISTS**

Speech Language Pathologists who hold a Certificate of Clinical Competence will be reimbursed \$225.00 of the annual fees associated with renewal of the certificate, regardless of FTE. Additionally, Speech Language Pathologists who hold a current Certificate of Clinical Competence will receive a stipend up to \$500.00, based on FTE.

### **SECTION C – SPECIAL EDUCATION PROGRAM PLANNING**

Administrators will annually review the procedures for incoming Special Education students. Employees in elementary/secondary District Level Programs and secondary resource room programs, who begin teaching students the first day of school, will be offered up to seven (7) hours, at the curriculum rate of pay, to meet with their paraeducators prior to the first day of school. This time will give employees the opportunity to meet and plan for the arrival of students. In an effort to ensure clear communication, once the meeting has been set, the employees will inform their administrator of the day and time of the meeting.

### **SECTION D – CLASSROOM VISITATION**

The Employer recognizes the desirability of having residents of the District be familiar with the total educational program. It further recognizes that frequent or unannounced interruption to the classroom can be detrimental to the educational process. To provide patrons the opportunity to visit classrooms with the fewest interruptions to the teaching process, the following guidelines will be set forth:

1. All visitors to a school will check into the office to obtain the approval of the building administration for the visit.
2. If the visit is to a classroom, the time will be arranged only after the building administration has conferred with the employee involved.
3. If, at the determination of the building administration and the employee involved, a particular observation would be disruptive, or is disruptive to the building or classroom, the observation will not take place or it will be terminated.

4. The purpose of all visits to a classroom will be for observation only. Visits to a classroom during the school day will not be a time for patron/teacher or patron/student conferences.
5. The maximum number of visitors at any one time to a classroom will be determined by the building administration and the employee involved.
6. The employee will have the opportunity to confer with the classroom observer before and/or after school of the day of the observation.

#### SECTION E – PARENT/TEACHER CONFERENCES

Elementary teachers will receive release time for parent/teacher conferences. Release time will be four (4) half-days before Thanksgiving break in November and one half-day on the last Tuesday of March. Staff may use a half-day of this time in November for planning and preparation.

When a secondary building decides to hold school-wide parent/teacher conferences, all employees will participate. Secondary teachers will receive release time for parent/teacher conferences. Release time will be the four (4) half-days before Thanksgiving break in November. Staff may use a half-day of this time for planning and preparation.

Elementary and secondary teachers may adjust their schedules, during non-student time, in order to better meet the needs of parents. Work schedule adjustments must occur during the two (2) weeks in which conferences are scheduled. Employees will provide copies of their conference schedules to their administrator(s). An employee and an administrator can agree to further modify a schedule if special circumstances arise.

#### SECTION F – STUDENT TEACHERS

In those instances where the Employer decides to sponsor a student teacher program in the District, the following will apply:

1. Every employee will have the option to accept or decline a student teacher.
2. Every employee who accepts a student teacher will be notified as soon as possible.
3. Every employee who accepts a student teacher will receive the total compensation provided by the contracted university for the employee. The District will notify employees of the amount of, or lack of, remuneration before assigning student teachers.
4. The administrator will retain the right to approve or disapprove every assignment.

#### SECTION G – CLASSROOM OBSERVATION

1. The purpose of informal classroom observation is for the improvement of instruction outside of

the evaluation process. Informal classroom observations of any length may be held by the administrator.

2. The administrator will provide the classroom teacher with a copy of any observation notes taken. If the administrator notes in writing any concern during the observation, a clarification conference shall be held with the classroom teacher within five (5) working days. Notes taken during an informal observation are not to become part of any official evaluation, but serve as an instrument of communication between the employee and the administrator.

## SECTION H – STUDENT DISCIPLINE

1. In the interest of maintaining a sound learning environment, acceptable behavior will be expected from all students in the District. Certificated personnel will use reasonable and professional judgment to enforce discipline fairly and consistently.
2. Discipline will be consistent with applicable Federal and State laws, District policy, and building procedure. The authority of employees to use prudent disciplinary measures consistent with such law, policy, and procedure for the safety and well-being of students and employees is supported by the Employer. When any student is known to be a danger to him/herself, staff, or other students, the student will be subject to emergency expulsion pending resolution of the situation. The Employer will respond to all employee requests regarding discipline problems and procedures within three (3) working days.
3. In the exercise of authority by the employee in resolving discipline problems, the employee will initiate and document student/teacher and parent/teacher conferences as well as utilize District counseling and special education services. Where suspension from school is imposed and prior to student re-admittance to class, the Employer will initiate parent contact and a conference where feasible to explain the reasons for the suspension and student behavior expectations.
4. The Employer will provide employees in each building with an employee manual containing appropriate Federal and State laws, District policy, and building procedure pertaining to student rights and discipline. The Employer will update the manual each year with opportunity for employee input provided and containing current laws, policy, and procedures. On a staff day prior to the opening of school, the building's staff and administration will discuss and refine a mutually agreed upon building discipline plan, and review the District Aggressive Behavior Checklist. Follow-up meetings, if needed, will be scheduled with the mutual agreement of the building's staff and administration.

## SECTION I – PROFESSIONAL LEARNING

Each year the District will offer one Professional Learning Day in October at the certificated employee's extra pay rate.

Each year employees will be paid at the curriculum rate for up to five (5) hours for time spent in professional learning activities related to the employee's current assignment. Unused hours will not be



carried over to the following school year. The building administrator must pre-approve the professional learning activities.

## SECTION J – INTERVIEW TEAMS

In the process of hiring new teachers and/or administrators, the District will make a sincere effort to include present employees to assist with the interviewing process, allowing input to the administrator responsible for making the recommendation. Whenever possible, these employees will include, but not be limited to, employees from the building, or from the grade group, or department for which the employee is being hired. During non-contract periods, the same sincere effort will be made.

## SECTION K – SHARED DECISION-MAKING

The purpose of shared decision-making is to enhance student achievement by working collaboratively to create the best possible learning environment.

1. All sites will have a Shared Decision-making Team (SDT) in order to facilitate effective and efficient shared decision-making. Specific organization, member selection criteria, procedures, and goals are to be determined by individual sites.
2. A District Shared Decision-Making Committee (DSDC) will be established to determine appropriate SDT guidelines and operating principles for the District. The DSDC will assist teams with training as needed in an attempt to ensure continuity. The DSDC composition and responsibilities are outlined below:
  - a. The DSDC will include: two (2) administrative members as appointed by the Superintendent; three (3) Association members as appointed by the CKEA President; and all other groups will have a member each (CKESP, CKPDA, School Board, and the non-organized employees). The Superintendent and the CKEA President will serve as non-voting members. The DSDC will be responsible for determining a membership rotation process to ensure continuity. The DSDC will establish its own procedural rules (including selection of a chairperson and meeting minutes).
  - b. The DSDC will establish its own meeting schedule. If DSDC work exceeds the regular workday, the CKEA members will be compensated at the District curriculum rate, from the available Shared Decision-Making funds.
  - c. The DSDC will be a collection point for building guidelines. On-going responsibilities will include the following:
    1. Perform program evaluation of the overall District shared decision-making process and provide guidance to the SDTs in accordance with the DSDC mission/goals to further empower individual teams.
    2. Provide training in the skills necessary to develop and implement effective shared decision-making process.
    3. Provide guidance and conflict-mediation to SDTs as requested.
  - d. The DSDC will determine the distribution of site SDT annual allotments. The allotment will be \$60.00 per FTE staff. The total FTE, by location and funding source, will be in direct relationship to where the employee's base contract is charged on October 1. The funds for certificated staff generated from categorical programs will be transferred to

the school or department site.

3. Any aspect of an SDT decision found to be contrary to the terms of the Collective Bargaining Agreement, may only be implemented after a letter of agreement has been obtained (see Article I, Section B 3).
4. All SDT decisions will be in compliance with applicable law.
5. No employee will be excluded from the bargaining unit as a supervisory or managerial employee, with regard to the Labor Relations Act, because of her or his participation in an approved shared decision-making body.

#### SECTION L – CLASS SIZE

1. Elementary class size will be calculated as the ratio between the total number of FTE students per grade level per building and the number of classroom teachers per grade level per building.

\*The employer will attempt to maintain the following class size ratios:

K	19 to 1*
1	19 to 1*
2	19 to 1*
3	19 to 1*
4	24 to 1*
5	25 to 1*
6	28 to 1*
*Based on continuation of enhanced state funding for K-3.	

For split classes, the lowest class size will apply. Any elementary employee who is assigned to a split class will be allowed up to four (4) paid days, extra pay rate, at the employee's discretion for preparation. Additionally, each split class will receive a half hour of paraeducator support during the student day.

2. Secondary class size will be calculated as the ratio between the total number of BEA students assigned to grades 7-12 per building and the number of BEA classroom teachers assigned to those grade levels per building. The employer will attempt to maintain a secondary class size ratio of 30:1. By the thirteenth (13) student day of each semester, in no case will teacher/student contacts exceed 150 students per day, except as noted below.
3. The District will attempt to staff secondary P.E. classes at a 30:1 ratio; however, in order to maintain financial and staffing flexibility, the Assistant Superintendent of Human Resources will have the option of allowing the student load of any secondary P.E. teacher to fluctuate between 150 and 175 students per day. The overload pay for secondary P.E. classes will begin with the 31<sup>st</sup> student.

4. Secondary music teacher/student contact will be limited to 200 students per day for instrumental and 175 students per day for vocal music.\* Music department staff will work with the building administrator(s) and the music coordinator to establish student course loads for each teacher for the purpose of maintaining effective music instruction. No class will exceed sixty (60) students per class without permission from the teacher. Smaller specialized music classes may balance larger classes. When the teacher/student contact limit is exceeded by ten (10), the teacher may request a meeting with the building administrator(s) to discuss possible solutions. The music coordinator will be consulted as is appropriate.  
\*based on continuation of levy funding.
5. In order to provide a safe and adequate learning space, the District will attempt to maintain each lab science class at the 30:1 ratio and provide adequate lab spaces to safely accommodate all students. In the event that is not possible, the administrator will meet with the affected teacher within thirteen (13) days of the beginning of the semester or within three (3) days at the time the overload occurs to discuss potential solutions. Potential solutions might include different room assignment and/or lab assistance (classified assistant, staff substitution, etc.).
6. Exceptions to the maximums indicated above will include Student Leadership and any other situation by mutual agreement of the teacher and the administrator.
7. The Employer must take into consideration the financial resources and the space available for classrooms to work toward these goals.
8. The District will attempt to maintain a 25:1 ratio in any High School or Middle School English/Language Arts class in which the course outline includes an average of three (3) or more writing-focused activities per week which require teacher assessment of content and/or spelling and grammar. When a teacher blocks a class that meets the writing criteria with another subject, the class size ratio for that block will be 27:1.
9. Elementary specialists (for example: vocal music, P.E., art, etc.) will not be assigned more than nine (9) sections per day or eighteen (18) over a two (2) day period, to allow for passing time between classes. The number of sections will be determined by the number of K through fifth grade teachers at that worksite. Sections beyond eighteen will be compensated at:

19 <sup>th</sup> section	.05
20 <sup>th</sup> section	.15
21 <sup>st</sup> section	.25
22 <sup>nd</sup> section	.35

The decision to hold a class and a half per session will be made by the elementary specialist and will not affect overload compensation.

10. The District will make every attempt to maintain class size limits as set forth in the above sections of this Agreement by creating new classes or moving students whenever possible.

In the event that class overloads cannot be relieved in this manner, teachers will be compensated for added responsibilities resulting from increased student enrollment. Such compensation will be:

For elementary teachers, except elementary specialists, at the rate of \$6.00 per day for the first

student, \$8.00 per day for the second student, and \$10.00 per day for the third, and every subsequent, student over the grade level class size limit.

For elementary teachers, except elementary specialists, when students in split classes are regrouped for instruction resulting in an increased class size, the affected teacher(s) will be paid at the rate of \$1.20 per hour, per day, for each student over grade level class size limit, or over the teacher's regular class size if it already exceeds the class size limit.

For secondary teachers, at the rate of \$1.20 per day per class for the first student, \$1.60 per day per class for the second student, and \$2.00 per day per class for the third, and every subsequent, student over the class size limit. Music teachers will be compensated at the rate of \$1.20 per day for each student over the total daily student limit.

Elementary specialists (for example: vocal music, P.E., art, etc.) will be paid for student overloads three times during the school year. The payments will be calculated based on the student counts, for the Friday (student day) closest to the 20<sup>th</sup> of the month, for the months of November, February, and May at the rate of \$18.00 for each student in grades K-5 reported for overload for the regular classroom teacher. In the event that the total overload exceeds eighteen (18) students, the rate of \$23.00 will be paid for each student in grades K-5 reported for overload for the regular classroom teacher. Overload will be paid three times a year, on a per student basis, to elementary instrumental music teachers when the class size exceeds 35 students.

For classroom teachers, the payments for overload will be calculated based on the student counts for the Friday (student day) closest to the 20<sup>th</sup> of the month. The amount of compensation will be determined by multiplying the number of student days in that month by the number of students over the class size limit. Overload will be calculated for the months of September through June. June overload will be calculated on the May overload form.

Teacher compensation will be verified by an Association representative and an administrator at each building.

When the daily class size limit for an elementary classroom exceeds three (3), the affected teacher, building administrator, District representative and Association representative will meet to determine the best course of action to provide meaningful instruction.

11. A teacher whose salary is 40% or more funded by Special Education is recognized as being a member of the Special Education Department.

The District will provide teachers forty (40) minutes of clerical support, per IEP, to assist with the completion of IEPs. The District will provide Speech Language Pathologists forty (40) minutes of clerical support for every speech-only IEP. The allocation of this time will be based on projected enrollment in the spring and be readjusted in October of the following school year.

The District will attempt to maintain a caseload of twenty (20) students for each special education preschool teacher with each session at ten (10) students or fewer. With the exception of PALS, preschool students will not attend school on Thursdays. In collaboration

with the Preschool Supervisor and/or building administrator, Preschool teachers will spend three-and-a-half-hours (3.5) Thursday mornings making parent contacts, collaborating/planning with their building preschool partner programs, assisting with child find activities, and/or supporting kindergarten transition of preschool students. In the event the caseload cannot be relieved in this manner, preschool teachers will be compensated for added responsibilities resulting from increased student enrollment. Such compensation will be at the rate of \$3.00 per day for each student over caseload with the following exceptions: Preschool and PALS teachers will be compensated for each peer model student over caseload when the peer model student attends at least 50% of the school day in the preschool program. PALS teachers will be compensated for overload for any IEP student over six (6).

For preschool teachers, the payments for overload will be calculated based on the student counts for the Friday (student day) closest to the 20<sup>th</sup> of each month. Overload will be calculated for the months of September through June. June overload will be calculated on the May overload form. The amount of compensation will be determined by multiplying the number of student days in that month by the number of students over the caseload limit.

Speech Language Pathologist workloads, per FTE, will be maintained at a District-wide average of fifty (50) students with IEPs, as reported on the monthly count. In the event the workload ratio cannot be maintained, the monetary amount of the excess FTE will be distributed equitably to the employees whose workload exceeds the caseload limits of fifty (50) to one. The District will provide a minimum total of 225 hours per week of SLP assistant time. SLP assignments will be made by the appropriate special education administrator by the end of the school year after discussions with and input from SLP staff at each stage of the decision-making process. Adjustments to assignments may be necessary during the year to accommodate shifting student loads and/or staffing changes. Assignment changes will be made by the special education administrator(s) after discussion with and input from affected SLP staff.

The leadperson(s) for OT and PT employees will meet with the Administrator(s) of Special Services by June 1<sup>st</sup> of each year to design a staffing model for the next school year taking into consideration both direct and related services. The District will attempt to staff 1.5 days of COTA time for each FTE Occupational Therapist. (This is a district staffing formula, not an individual staffing model). Quarterly meetings will be held between the Special Services Administrator(s) and the leadperson(s) to review the model to ensure any overload issues are dealt with in an equitable manner.

Occupational Therapists will be reimbursed up to \$150.00 for renewal of their state licensure, regardless of FTE. Physical Therapists will be reimbursed up to \$75.00 for renewal of their state licensure, regardless of FTE.

In the event the individual workload for an SLP, OT or PT staff is exceeded, the overload number will be calculated on the first student day of the month, for the previous month's overload. The May and June overload calculation will be based on the first student day in June.

The first part of the calculation for overload will be based on students listed on an SDI services report. The second part of the calculation will be based on the minutes listed on a related services report (both direct and indirect) that directly support SDI as referenced in the Present Levels of Performance. The calculation for Related Services (both direct and indirect) will add

the total monthly minutes listed under Related Services (both direct and indirect) and divide that total by 120 minutes. Each 120-minute increment, rounded to the nearest whole number, will be counted as one student. Students already listed on an SDI services report will only be counted in the first part of the calculation.

Overload will be paid at a rate of \$54.00 per student, per month regardless of employee FTE. Department chairs will receive a verification of the counts, on or before the 10<sup>th</sup> of the month.

The District will allocate funds to individual building teams (special education staff and building administration) based upon an allocation formula which recognizes the number of student(s) and disability category. Before the end of each school year, the allocation formula, for the next school year, will be provided to the building team by Special Services. The building team will jointly determine how the staffing allocation is distributed. Additionally, the allocation for clerical support of IEPs will be included in the spring staffing allocation.

Special Services will prepare and distribute a report that lists the students, their disability category, and the dollar amount of the staffing allocation to building teams in the months of October through April. The report will be based upon the Special Education monthly count submitted to the state.

When the allocation (based on the number of students and disability category) increases by 15% at an elementary building or 5% at a secondary building, the building team will meet to discuss how the additional staffing allocation will be distributed.

12. For buildings with over 500 students, there will be a minimum of 2.0 FTE counselors assigned to each middle school and 4.0 FTE counselors assigned to each high school.

\*A .2 FTE counselor will be added to each building when the head count of the building reaches:

650 for elementary
1,000 for middle school
1,300 for high school

An additional .2 FTE will be added for each 100 students beyond the above numbers.

\*This portion of the section is tied to levy funding.

#### SECTION M – NEW TO THE PROFESSION

1. When the District receives funding to support employees new to the profession, the Association and the District will meet to plan the implementation of the support. Participation in any program supporting employees new to the profession will be mandatory.
2. To promote the success of employees new to the profession, the District will attempt to:
  - a. Limit the number of preparations assigned to beginning teachers at the secondary level.
  - b. Avoid assigning split classes to beginning teachers at the elementary level.
  - c. Limit the number of special education students assigned to beginning teachers.

- d. Assign beginning teachers within their endorsement areas.
- e. Provide lower class size, when possible, for beginning teachers.
- f. Provide lower IEP caseload, when possible, for beginning Special Education teachers.
- g. Provide alternate support for non-classroom employees.

#### SECTION N – NATIONAL BOARD CANDIDATE SUPPORT

Employees pursuing or renewing National Board certification may request payment of the registration fees in lieu of an equal portion of his/her pay. The reduction will be made in eleven (11) or twelve (12) equal payments equivalent to the total amount of the fee. The employee must complete required forms with the Human Resources Office by October 1.

## **ARTICLE V – EMPLOYEE RESPONSIBILITIES**

### **SECTION A – LENGTH OF WORKDAY**

1. Employees will not be required to "clock" in or out by hours and minutes.
2. The workday of all employees, regardless of FTE, will be assigned as consecutive hours with appropriate starting and dismissal times. The total workday will be no longer than seven and one-half (7.5) consecutive hours, including a continuous and duty-free lunch period.
3. In regard to the delayed opening and/or early dismissal days, the workday of employees will begin thirty (30) minutes before the scheduled student starting time on each day, and will end thirty (30) minutes after the scheduled student dismissal time on each day, unless the day has been specifically shortened to provide time for special staff meetings. In the event that it becomes necessary to close or delay the schools, the District will notify employees by 6:00 a.m. This provision does not preclude the District from closing the schools in the event an emergency develops after 6:00 a.m. or if further evaluation of developing hazardous conditions warrants closure.

### **SECTION B – LENGTH OF WORK YEAR**

The length of an assigned employee's contract year will be one hundred eighty four (184) days in total.

### **SECTION C – SECONDARY SCHEDULE PREPARATION**

1. Secondary employees will not be assigned more than three (3) different preparations nor more than two (2) non-related subject fields except by mutual consent of the teacher and administrator. This would be applicable to Social Studies, Language Arts, Reading, Math, Science, and P.E. Employees teaching integrated courses such as World Cultures, American Studies, and Humanities will not be assigned preparations outside the subject fields of the integrated course, except by mutual consent of the teacher and administrator. The number of preparation periods counted per integrated course or block class will reflect the same number of classes for which the students are receiving credit (i.e., Language Arts/Social Studies block class equals two preps: English and History).
2. Employees may only be assigned out of their endorsed areas as provided by WAC 181-82-110, "Exceptions to Classroom Teacher Assignment Policy".
3. No secondary employee will be required to teach more than five (5) class periods per day.

### **SECTION D – REPORT CARDS**

1. All elementary employees will have nine (9) full working days at the end of the 1<sup>st</sup> and 2<sup>nd</sup>



trimester, and three (3) full working days beyond the last student day to prepare student report cards. Trimesters will be similar in length.

There will be a half-day student release on the Thursday prior to fall conferences and a half-day student release before the spring conference day to work on the standards-based assessments that are necessary to complete the standards-based report card.

The District Reporting Student Progress Committee will provide input on the District's student progress reporting system. The committee will be composed of District and Association representatives. The nature of the committee's work will be handled in a timely manner and will determine the composition of any committee meeting. For issues relating to the elementary student progress report there will be one (1) representative for every two (2) elementaries and one (1) representative from elementary specialists. For issues relating to the secondary student progress report there will be two (2) representatives from each secondary school and one (1) representative from the alternative programs. The CKEA President is responsible for appointing the Association members of the committee. The committee will submit all changes to the student reporting system, including format and content, to the Superintendent for approval. If the work of the committee exceeds the regular workday, staff will be compensated at the curriculum rate.

2. All secondary employees will have six (6) full working days after the end of the 1st semester to prepare student grades. All secondary employees will have three (3) full days after the end of 2<sup>nd</sup> semester to prepare student grades.
3. If, during the days established for report card preparation, a building-wide computer failure, power outage, snow day, or other similar event occurs preventing the staff of a building from entering grades, the final due date for report card preparation will be extended for that same period of time.

#### SECTION E – PREPARATION PERIODS

1. All employees directly involved in classroom instruction in grades 6-12 will have at least forty-five (45) minutes of preparation time during each school day, exclusive of the duty-free lunch. The intent of this section is to provide employees with a full class period for planning. If testing or other building-scheduled events cause the loss of preparation time, buildings will modify their schedules in order to provide the lost preparation time within a reasonable period of time.
2. All elementary (K-5) employees directly involved in classroom instruction in grades K-5 are entitled to one (1) thirty (30) minute preparation period per day outside of the student day. If a staff meeting is held during a preparation period, an equal amount of preparation time will be scheduled on the next District controlled early release day. Staff meetings held on preparation periods will not exceed forty (40) minutes a month. In addition, all elementary (K-5) employees directly involved in classroom instruction will have one hundred and fifty (150) minutes of preparation time per week within the student day, exclusive of the duty-free lunch.
3. All preschool employees directly involved in classroom instruction will have three hundred (300) minutes of preparation time per week exclusive of the duty-free lunch. The district will

endeavor to provide preschool employees with at least twenty (20) minutes of preparation time between sessions.

4. The above-described preparation periods will be continuous and uninterrupted, except by mutual agreement between the administrator and the employee or in cases of emergency.
5. Non-classroom K-12 employees, i.e.; Teacher-Librarians, counselors, and learning specialists, are entitled to their respective planning time under these provisions.
6. Building administrators will meet at the beginning of the school year with their self-contained special education teachers to guarantee planning time as described above. Strategies to accommodate could include but are not limited to: instruction from music teachers, physical education teachers, or Teacher-Librarians; coverage by paraeducators with an administrator on call; adaptive P.E. instruction; sharing student supervision between two (2) classes if more than one self-contained class exists in the building. Mutually agreed upon strategies and schedules will be created by the end of the first week of school, and they can be modified as needed.

#### SECTION F – NON-PROFESSIONAL DUTIES

Employees will not be required to drive students to activities which take place away from the school building. They may do so voluntarily only with advance written approval of their administrator or immediate supervisor. In such event, they are covered by the Employer's liability insurance policy and Article II, Section F of this Agreement. NOTE: Employees should be aware that the District's insurance policy is secondary to the insurance of the vehicle owner if an accident occurs while students are being transported, and will provide coverage only after the vehicle owner's insurance has been exhausted.

#### SECTION G – ASSIGNMENT, REASSIGNMENT, VOLUNTARY TRANSFER, INVOLUNTARY TRANSFER, AND VACANCY

1. General Provisions
  - a. Employees will be assigned in accordance with the regulations of the State Board of Education and this Agreement. Employees will be notified in writing as soon as practicable, and except in emergencies, if possible, not later than the last day of the school year, of their assignments for the following school year.
  - b. For the purpose of this Section only, seniority will be defined as first, certificated experience in Central Kitsap School District, and second, total experience as defined by placement on the salary schedule. When employees job-share, the seniority of each member of the team will be the average of the combined seniority of both employees.
  - c. Annually, the Assistant Superintendent of Human Resources and CKEA President will notify staff by email when the staff seniority list is posted on the District website.
  - d. All vacancies and new positions occurring between October 31 and August 14 will be posted for a minimum of seven (7) calendar days before the positions are filled, except when a voluntary transfer has occurred. The subsequent vacancy may be filled without additional posting if the original posting is appropriate to the existing vacancy. When a position opens between August 15 and October 30, the vacancy will be posted for a minimum of three (3) weekdays, excluding holidays.

- e. Seniority qualifications and for classroom teachers, the final summative evaluation score from the previous school year will be used to determine the best candidate for vacant and new positions. Senior qualified employees will be given first right of refusal for vacant and new positions, provided however, that those employees who are qualified for the position and have involuntary transfer status will have priority over more senior qualified employees. Qualifications will be determined by the criteria stated in the job announcement, which may include but are not limited to: educational training and certification, educational employment experience, related employment experience, and educational program needs.
- f. Where possible, all requests for transfer to a new or vacant position, or reassignment, will be granted or rejected by the end of the school year.
- g. An employee may, at his/her option, arrange for an exchange of teaching assignments with another employee, provided both employees have satisfactory evaluations, both mutually agree to the exchange, and both have approval of the affected building administrators and the Assistant Superintendent of Human Resources. The exchange is to be for one (1) school year. At the conclusion of one year, arrangements may be made for a one-year extension, provided all the above conditions are again met. At the conclusion of the one (or two) year exchange, there must occur either a permanent transfer of positions or a return to the original positions.
- h. If an employee has taught ten (10) or more consecutive years in one building immediately prior to a voluntary transfer, the District will provide the employee with two (2) days supplemental contract at the extra pay rate of pay. The selection of the two (2) days to be worked and the duties to be performed on such days will be mutually agreed by the administrator and the employee.

## 2. Reassignment

- a. An employee who desires a reassignment within a building will make such request in writing to the building administrator. Reassignments within a building will not be considered vacancies. During the school year, notification of openings will be communicated to all staff within a building prior to the finalization of reassignments.
- b. When an administrator unilaterally assigns a teacher's schedule, changing at least 50% of the teacher's curriculum area assignment, the teacher will be allowed up to two (2) paid days, extra pay rate, at the teacher's discretion for preparation. Any elementary teacher whose reassignment is made unilaterally by the administrator and constitutes at least a two-grade change in the teacher's teaching assignment will be allowed up to two (2) paid days, extra pay rate, at the teacher's discretion for preparation.

## 3. Voluntary Transfer

- a. Employees interested in transferring to possible vacancies or new positions that occur between March 1 and June 1 will notify the Assistant Superintendent of Human Resources of their interest, in writing, by submitting a Request for Transfer form (Appendix H) by March 1. Employees may submit a request for transfer during the transfer window, however preference will be given to employees who submit requests by March 1. Transfer requests will be considered before positions are opened to applicants outside the District. These employees will be informed of their transfer status by June 1. Notification of non-acceptance, including the reasons thereof, will be delivered to the employee if the employee requests said notification in writing. When there are no transfer requests for a vacant or new position during the transfer window,

the position may be posted to applicants outside the District. Employees may apply for those posted positions.

- b. Employees with specific interest in possible vacancies or new positions that occur during summer break may submit a Request for Transfer form (Appendix H) to the Human Resources Office. Should a vacancy/new position occur, an email will be sent to the employee notifying them of the opening. Employees must then apply via the online application system. Additionally, the Request for Transfer form will be submitted to the building administrator. It will be the responsibility of the employee to check for openings during the summer months for positions not previously requested on a Request for Transfer form.

#### 4. Involuntary Transfer I – Meeting Enrollment Needs

The District may initiate the involuntary transfer of employees under the following conditions:

- a. No employee will be transferred for disciplinary reasons.
- b. All qualifications being equal, based on the job criteria, the least senior District employee will be subject to transfer. Seniority for elementary sites will be based on K-5 staff.
- c. The administrator will meet with the employee, at which time s/he will be notified of the reason for the transfer. Employees will be able to indicate their preference of assignment. The employee and Association will be given email notification of the new assignment from the Human Resources Office.
- d. Employees involuntarily transferred under this subsection will be granted one (1) day at the curriculum rate for moving and one (1) day at the extra pay rate for planning.
- e. The District's determined need for an involuntary transfer will not be subject to the grievance procedure.
- f. Employees involuntarily transferred under this subsection will be granted involuntary status and receive a chit. Employees with a chit may indicate their interest in possible vacancies through the Voluntary Transfer Process (Section 3) or for newly posted positions through the online application process. Employees with a chit must indicate their involuntary transfer status on the Request for Transfer form (Appendix H). Employees with a chit will have choice of assignments for which they qualify. Once an employee accepts a position, the involuntary transfer status ends.

#### 5. Involuntary Transfer II – District-Initiated Transfers

Notwithstanding any other provisions of this Article, an employee may, subject to the following restrictions, be involuntarily transferred to maintain or improve the educational program of the District. Such transfers will: (1) not exceed one percent (1%) of the certificated staff in the current school year, (2) be comparable to the current assignments of the affected employees. In the event the District decides to transfer more than one (1) employee from any given site in a school year, all employees beyond the first transfer may appeal the decision to the Superintendent. In the event the Superintendent upholds the decision, the Assistant Superintendent of Human Resources and CKEA President will agree upon resources to assist the site with the transition. The decision of the Superintendent is final. Such transfers will not be subject to Article V, Section G.4.B-F, but will be subject to the following procedures:

- a. Prior to the implementation of such an involuntary transfer, the Employer and the Association will meet to discuss the circumstances of and the necessity for the proposed transfer. The employee, the Employer, and Association will then meet to discuss the circumstances of and the necessity for the proposed transfer. As part of this transfer,

the Employer and employee may determine that a staff development plan is desirable and in such case a mutually agreed upon program of positive assistance will be developed. Positive assistance may include, but is not limited to: consultation, release time, tuition assistance, and classroom visitation.

- b. Employees involuntarily transferred under this subsection and employees being reassigned will each be granted two (2) paid days at the extra pay rate.
- c. No employee will be required to accept an assignment for which s/he does not have the training and proper certification.
- d. The Employer's determination of need for an involuntary transfer will not be subject to the grievance procedure.

#### 6. Involuntary Transfer III – Meeting Program Needs

A more senior employee may, subject to the following restrictions, be involuntarily transferred to maintain a specialized educational program in a building during times of declining enrollment. Such transfers will not exceed one percent (1%) of the certificated staff in the current school year and will be comparable to the current assignments of the affected employees. Such transfers will not be subject to Article V, Section G.4.B-F, but will be subject to the following procedures:

- a. Prior to the implementation of such an involuntary transfer, the District, the Association, and affected employee will meet individually to discuss the circumstances of, and the necessity for the proposed transfer. The District will inform the Association, in writing, immediately following the employee's notification of transfer.
- b. Employees involuntarily transferred under this subsection will be granted one (1) day at the curriculum rate for moving and one (1) day at the extra pay rate for planning content prior to the arrival of students.
- c. The employer's determination of need for an involuntary transfer will not be subject to the grievance procedure.
- d. Employees involuntarily transferred under this subsection will be granted involuntary status and receive a chit. Employees with a chit may indicate their interest in possible vacancies through the Voluntary Transfer Process (Section 3) or for newly posted positions through the online application process. Employees with a chit must indicate their involuntary transfer status on the Request for Transfer form (Appendix H). Employees with a chit will have choice of assignments for which they qualify. Once an employee accepts a position, the involuntary transfer status ends.

#### 7. Vacancy

Employees with continuing, non-provisional contracts will have access to the transfer process to new or vacant positions. The following will apply:

- a. Employees will be notified by District email of all positions that open. Positions will also be posted on the District website.
- b. Any posted position will clearly set forth qualifications for the position and procedures for applying.
- c. Employees who desire a transfer to a posted position must apply through the online application system. In addition, employees may complete a Request for Transfer form (Appendix H) to provide supplemental information for the interview team.
- d. At the time a specific position or vacancy is filled, all applicants must reapply for new openings as they occur.
- e. Employees who qualify for a posted position will be granted an interview.

- f. When vacancies or new positions occur during the school year, qualified employees will be considered for a voluntary transfer to the vacant positions, provided, however, if such employees are transferred to those positions the subsequent vacancies will not be subject to the provisions of this section. The Superintendent, however, at her/his discretion, may grant exceptions for transferring employees to subsequent vacancies.

#### SECTION H – RELEASE FROM CONTRACT

An employee under contract will be released from the obligations of the contract upon request under the following conditions:

1. A letter of resignation must be submitted to the Human Resources Office.
2. A written request for release from contract received prior to July 1<sup>st</sup> will be granted.
3. A release from contract will be granted after July 1, provided a satisfactory replacement can be obtained.
4. A release from contract will be granted in case of illness or other personal matters which constitute good cause and makes it impossible for the employee to continue in the District.

#### SECTION I – NEW SCHOOL MOVES/CURRICULUM MOVES

1. When employees are transferring due to a building closure or the opening of a new building, the Employer will provide physical assistance in transporting instructional supplies and materials for the affected employee.
2. Any employee required to move to a new site will receive the curriculum rate of pay up to a maximum of fifteen (15) hours for packing and unpacking instructional supplies and materials and for new classroom set-up.
3. Employees who move within a building as part of a curriculum change or who are requested or required by the building administrator to do so will receive the curriculum rate of pay up to seven and one-half (7.5) hours for moving supplies and materials and new class room set-up.
4. Any Psychologist, Speech Language Pathologist, Occupational Therapist, or Physical Therapist that is required to move to a different site will receive the curriculum rate of pay up to a maximum of three and three-quarters (3.75) hours for packing and unpacking their office and new office set-up.
5. Itinerant elementary instrumental employees required to move their home office site will receive the curriculum rate of pay up to a maximum of three and three-quarters (3.75) hours for packing and unpacking their office and new office set-up.
6. All equipment, supplies, materials, games, furniture, computers, etc., bought from District or State monies are the property of the District and may not be moved to a new site or location

without written agreement of the building administrator or program administrator.

## ARTICLE VI – LEAVES

### SECTION A – SICK, EMERGENCY, AND PARENTAL LEAVE

1. At the beginning of each school year, the account of each employee will be credited with a total of twelve (12) days of sick, emergency, and parental leave.
2. Sick Leave - Sick leave is defined as leaves for illness, injury, or emergencies for the employee and all members of the immediate household and/or immediate family as defined in Section C of this provision. Unused sick leave will be accumulated to a maximum of one hundred eighty (180) days. Sick leave for employees must be approved by the administrator or supervisor.

As long as authorized by the state, in January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, an eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's per diem compensation of the employee for each four (4) full day's of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received will be deducted from accrued leave for illness or injury at the rate of four (4) day's for every one (1) day's monetary compensation: PROVIDED, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month.

At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate will receive remuneration at a rate equal to one (1) day's current per diem compensation of the employee for each four (4) full day's accrued leave for illness or injury.

3. Emergency Leave - Emergency leave will be granted when the following criteria are met:
  - a. The problem must be suddenly precipitated, or of such a nature that pre-planning is not possible, or when pre-planning cannot relieve the necessity for the employee's absence; and
  - b. The problem cannot be one of minor importance or of mere inconvenience, but must be serious; and
  - c. Application for consideration for emergency leave must be made to the administrator and then the Human Resources Office within seven (7) days after the absence on an Emergency Leave Form (see Appendix G).
4. Maternity/Paternity Leave
  - a. Employees who are disabled due to pregnancy, miscarriage, or abortion may use their sick leave for the period of their disability as verified by their physician.

Sick leave used by either parent to care for a newborn child must be taken within one year of the birth. Sick leave used by either parent to care for an adopted child must be taken within one year following the filing of the petition for adoption and/or the arrival of the child in the home. In either birth or adoption, the employee may use up to thirty (30) sick leave days, in increments of no less than ten (10) days.



- b. An employee who gives birth or adopts a child during the school year will be granted, upon request, a leave of absence without pay for the duration of the current school year and for the subsequent school year. In the case of an employee who gives birth or adopts a child during non-contract days between school years, the employee will be granted, upon request, a leave of absence without pay for the subsequent school year.

The Superintendent will notify the employee in writing of the requirements for returning to employment.

The employee will notify the District by February 1st of his/her intent to return to the District.

#### SECTION B – SICK LEAVE SHARING

The District will provide sick leave sharing for employees within the school district consistent with the current state statute.

#### SECTION C – BEREAVEMENT LEAVE

1. Definitions:
  - a. Immediate Household - All people living in the same family unit, not necessarily relatives.
  - b. Immediate Family - Husband, wife, brother, sister, parent, child, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, or mother-in-law, grandparent, grandchild, but not necessarily in the same household.
  - c. Not Immediate Family - Niece, nephew, aunt, uncle, or close friend.
2. Leave - A maximum of five (5) days leave with pay will be allowed in the event of a death in the "Immediate Household" or "Immediate Family". Death in the "Not Immediate Family" will be occasion for one (1) day of leave with pay. If extenuating circumstances require an extension of time, the employee may request an emergency leave pursuant to Section A.3 of this Article.

#### SECTION D – PERSONAL LEAVE

1. Up to four (4) days of personal leave will be granted per year. The first and second days will be fully compensated at the employee's per diem rate of pay, and the third and fourth days will be compensated at the differential pay rate, provided that the employee gives seventy-two (72) hours prior notice, when possible, and a substitute is available. Differential pay rate is defined as the difference between the employee's daily rate of pay and the daily rate of pay for a substitute.

The reason for such leave need not be given, but it must be a matter of importance to the employee and not a matter of convenience. Prior notice to the administrator or supervisor is required and a substitute(s) must be available.

2. An employee may choose to carry over up to two (2) fully-compensated days yearly. The days carried over may be added to the two (2) current paid days, but in no case will an employee have or use more than six (6) personal days in any one year.

Use of personal leave in excess of three (3) consecutive days requires fourteen (14) days prior notice, when possible, to discuss the impacts of the absence.

3. No more than nineteen (19) employees who require a substitute and eleven (11) employees who do not require a substitute will be granted personal leave on the work day immediately prior to or following a legal holiday or spring or winter break or any work day the first or last week of school.
4. Employees may choose to be compensated for one (1) or two (2) personal leave days not used by the end of the school year at the current substitute pay per day, or employees who retire will be compensated at their extra pay rate for up to three (3) personal leave days not used by the end of the school year. Such payment will be made in the July 31 pay period.
5. Employees may choose to share up to two (2) days of personal leave per year with another employee.

#### SECTION E – REGULAR LEAVE OF ABSENCE

A regular leave of absence for one (1) year without pay will be granted to one percent (1%) of the employees if such percentage desires. The regular leave of absence percentage will be exclusive of those leaves of absence incorporated in the other leave policies. The certificated employees who are granted a leave of absence may continue to participate in District-approved insurance programs if the employee prepays his/her insurance premiums for the duration of his/her leave of absence.

The employee will retain all seniority, salary placement, and benefits provided by the Agreement, and upon the employee's return to his/her employment, the Employer will assign the employee to a position comparable to that held prior to taking said leave.

The employee will submit a written request for a leave of absence on or before the last workday in February of the year preceding the proposed leave. The employee's written request will contain the purpose and plan for the requested leave. The Human Resources Administrator will notify the employee in writing of acceptance or rejection by the last workday in March of the year the application was made. At the time of such notification, the letter granting the leave must state requirements for returning to employment. The employee must provide the District with written notice no later than the last workday in February affirming commitment to return to employment. The District will provide the employee with notification of receipt of intent to return.

The District will attempt to notify employees returning from a leave of absence of their work assignment by the end of the current school year. Employees not offered an assignment by August 15th, prior to their return, will have two (2) extra pay days available to prepare for their assignment.

In addition to granting leaves as provided above, the Employer agrees that a regular leave of absence for cases of serious illness or injury will be granted to employees. A second year of leave of absence

may be granted by the District.

#### SECTION F – MILITARY LEAVE

Each employee is entitled to a maximum of fifteen (15) working days of leave of absence during any school year whenever such employee is ordered to duty by the military authorities, at no sacrifice to his/her per-diem pay. The employee will make every reasonable effort to arrange for his/her military duty during non-contracted days.

#### SECTION G – JURY DUTY, SUBPOENA, AND TESTIMONY LEAVE

Employees, when called for juvenile hearings, court proceedings involving present or former students, or jury duty, will be excused from their regular employment duties if they so desire. The employee will notify the Employer when notification to appear or serve on jury duty is received. Any employee involved will receive full pay from the Employer. This leave will not be applicable in proceedings in which the employer is a party except when subpoenaed by the Employer.

#### SECTION H– ASSOCIATION OFFICER LEAVE

Leave without pay will be granted, when required, to any Association member who will have been elected or appointed to a position in the National Education Association, Washington Education Association, or a local Association so affiliated. The employee will notify the Superintendent of the need for leave upon verification of her/his election or appointment to that position. Leave will be for the duration of time in that office, either continuous or on a daily basis, depending upon the nature of the position. Upon return, the employee will be returned to her/his former position, if available, or if not available, to a substantially equivalent position with at least equivalent compensation. S/He will retain all seniority and tenure.

1. For the duration of this Agreement, the Central Kitsap Education Association President will be granted a year of release time. The purpose of the release time will be for conducting Association business pursuant to RCW 41.59.
2. The Association will reimburse the Employer on a monthly basis the President's annual contracted base salary and the Employer's payment toward the President's insurance benefits, provided the President is released full-time. Should the President elect to utilize release time equal to less than full-time of her/his annual contract, then the Association will reimburse the employer equal to the amount of release time actually utilized.
3. Nothing in this Agreement will detract or negate any and all rights and benefits that would have accrued to the President had s/he been working on a regular full-time basis.
4. Upon the termination of the President's release time, the President will return to working full time in her/his current position held prior to taking the release time.

## SECTION I – ASSOCIATION LEAVE

The purpose of RCW 41.59 is to prescribe certain rights and obligations of the educational employees of the school districts of the State of Washington and their public employers to promote the continued improvement of their employment relationship. In order to accomplish the purpose of RCW 41.59, the parties agree that:

1. The Association Leave must be approved jointly by the President of the Association and the Superintendent or his/her designee. A reasonable amount of Association leave will be granted based on frequency, timing, and quantity.
2. Such leave will be granted in units of not less than one-half (1/2) day, and in the event that a half-day substitute is not available, a full day's Association Leave must be taken.

## SECTION J – PUBLIC OFFICE LEAVE

Employees will be granted, when required, Public Office Leave, without pay, for serving in an elected or appointed position provided such position does not extend beyond two (2) full years. Upon return, the employee will be returned to his/her former position, if available, or if not available to at least a substantially equivalent position with at least equivalent compensation. S/He will retain all seniority, benefits, and increment credit.

## SECTION K – VEBA

The local Association can choose, at its sole discretion, to offer a sick leave cash-out program with the purpose of placing funds in an account for future payment of post-retirement health expenses.

Each year, potential retirees will vote to determine whether or not that year's retirees will participate in the post-retirement sick leave cash-out program for health expenses. A two-thirds (2/3) majority of the votes cast will cause participation for all retirees in that year. Retirees will sign a "hold harmless" clause. Retirees who fail to participate, will forfeit any of the current year's accrued sick leave (minimum of twelve (12) days).

The administrator of and funding vehicle for the plan will be selected by the local Association. The District will notify employees of the plan provisions and process the required enrollment and cash-out election forms to facilitate transfer of funds.

## ARTICLE VII – ECONOMIC PROVISIONS

### SECTION A – SALARY PROVISIONS

#### 1. Salary Schedule Increments

The bargaining unit employees will be granted salary schedule increments as provided in Article VII, Section A. These payments will be reflected on the October payroll and in all cases be retroactive to September 1.

#### 2. Salary Schedule Increase

a. Effective the first working day of any school year in which the state grants a salary increase, the bargaining unit employees will receive a salary increase determined through the collective bargaining process.

3. Accordingly, the parties acknowledge that the District retains the authority to make compensation adjustments as provided herein in order to ensure compliance with applicable laws.

a. An employee must make application in writing to the Human Resources Office if s/he has credits to qualify for a higher column on the salary schedule. This request must be submitted on or before the employee's first contracted workday. Transcripts of the additional credits must also be on file in the District Office by October 1 to verify the advancement on the salary schedule. Questions in regard to placement on the schedule must be resolved by November 1; otherwise, the signed contract becomes final for the ensuing school year.

b. Certificated experience will be given full salary experience credit on the salary schedule. An employee must submit verification of experience to Human Resources within ninety (90) calendar days of the hire date for use in computing salary. No further adjustments will be made.

c. Experience credit for military service or Peace Corps service rendered prior to employment in the District, up to the maximum allowed by law, will be granted only if such service interrupted teaching service.

d. An employee receives one (1) step advancement on the salary schedule for each year of experience in the District. All employees working less than 184 days or less than a 1.0 will be given salary experience credit in tenths of a year.

e. For teachers hired after September 1, 1986, no credits earned before a BA degree will be accepted, except those CTE teachers hired as a result of industrial experience rather than college training.

f. Credits for advancement on the salary schedule will be granted in accordance with current state statute. Credits earned by certificated instructional staff after September 1, 1995, will be counted per state statute which can be found at WAC 392-121-262.

1. Official transcripts or ESD #114 clock hour transcripts are required. Grade slips alone are not acceptable.

2. For advancement or maintenance on the salary schedule, all clock hours must be registered through ESD #114.

g. Employees who need to maintain professional certification, i.e., OTs, PTs, Psychologists, etc., may with prior approval of the employee's supervisor, take courses for professional credit for advancement on the salary schedule, in order to maintain their employment

certificate and/or to further their professional expertise. Such approved credit will be computed as follows:

1. After December 31, 1995, teachers and other certificated employees may earn one (1) academic credit for each 40 hours of participation in an approved internship with business, industry, or government. Certificated staff must demonstrate that the internship will benefit the individual's current assignment or the assignment for the following school year. The number of credits that can be earned through internships is limited to two (2) credits per calendar year and a total of fifteen (15) over the course of one's career, as per current state statute (WAC 246-915-085).
- h. One (1) year's employment experience outside the school setting as a social worker, psychologist, occupational therapist, speech language pathologist, counselor, or physical therapist for any employee employed by the Employer in one of the above-named positions will be granted for salary experience credit. Employment experience service will be granted on the basis of one (1) salary experience step for one (1) full year of employment experience worked within three (3) years prior to becoming an employee of the District. For purposes of this section, a full year will mean 50% or more of a calendar year. Additional years of employment experience outside the school setting afforded by state statute will also be applied to the salary experience steps.
- i. An employee who replaces a regular employee for twenty (20) consecutive days or longer will be paid according to their placement on the Employee's Salary Schedule based upon training and experience retroactive to the first (1<sup>st</sup>) day.
- j. The Employee's Salary Schedule is available online.
- k. Miscellaneous Support Positions (See Appendix B).
- l. Counselors, Teacher-Librarians, CTE Employees and Miscellaneous Salary Schedule (See Appendix C).
- m. Co-Curricular Salary Schedule (See Appendix D).
- n. Every secondary employee will be represented by a secondary leadperson. Curricular units will be established by the building administrator(s). Employee(s) may request changes to the curricular unit. A designated leadperson will be chosen by the curricular unit and then approved/disapproved by the building administrator.

Speech Language Pathologist; OT; PT; Preschool; and Psychologist employee groups will each be represented by a leadperson. The designated leadperson will be chosen by the curricular unit and then approved/disapproved by the administrator(s) of Special Services.

Leadpersons will be paid or granted release time pursuant to the following schedule:

FTE	Salary	Release Time
2-5.0 FTE	5% base	or 35 hrs./year
5.1-10 FTE	6% of base	or 50 hrs./year
10.1 -15 FTE	7% of base	or 65 hrs./year
15.1 FTE or more	8% of base	or 80 hrs./year

- o. CTE Certificated Teachers:
  1. All CTE teachers must meet the current certification requirement of the State of Washington.

2. Upon initial employment, CTE teachers whose position requires industrial experience as well as a college degree will be given one experience step on the salary schedule for every year of work experience earned after completion of the years required for the one-year CTE Certificate, not to exceed the sixth step, or per current state statute.
- p. Non-degreed CTE Teachers:
1. 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 and reported on Form S-275 as follows or per current state statute:
    - a. Six (6) years of management experience after meeting the minimum certification requirements may be used on the experience column.
    - b. Academic credits will be awarded on the basis of one (1) credit for each one hundred clock hours of occupational experience. A non-degreed CTE employee who earns 135 credits as a result of this process will be placed at the MA +0 column of the salary schedule.
    - c. Non-degreed CTE teachers who are placed at the MA +0 column may not advance beyond the MA +0 column without obtaining a Master's Degree.

## SECTION B – SALARY PAYMENT METHOD

1. Employees will be paid in twelve (12) equal pay periods and direct deposits will be issued on the last weekday of the month. Employees must enroll for direct deposit.
2. All compensation owed to an employee who is leaving the District will be paid at the next regular pay period if the funds are available.

## SECTION C – INSURANCE BENEFITS

The District will implement the State's mandatory insurance program administered by the Washington Health Care Authority through the School Employees Benefits Board (SEBB). The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements of SEBB. Employee eligibility, plan offerings, premium rates, and employee contributions are determined by SEBB.

An insurance committee may be convened when changes are made to SEBB which allow for bargainable benefits for employees.

## SECTION D – PAYROLL DEDUCTIONS

Upon appropriate written authorization from an employee, the Employer will deduct from the salary of any employee and make appropriate remittance for annuities, previously approved charitable

donations, credit union deposits, or any other plans or programs jointly agreed to by the Association and the Employer, either on an individual or group basis. Further, the Employer will make all deductions required by statute.

Annuities must comply with IRS rules, state statute, and Board policy. The District will provide information on the District computer website and through the payroll office.

#### SECTION E – SUMMER SCHOOL

1. Qualified employees will be given first consideration for any assignments to the summer school programs.
2. Compensation will be determined annually based on the summer school program.

#### SECTION F – EMPLOYEE TRAVEL REIMBURSEMENT

1. All employees using their private automobile on school business will be reimbursed at a rate equal to that used for the per-mile reimbursement for State employees. The rate will automatically increase as the State rate increases. All employees who by their assignments must use their private automobile to travel between schools, are required to make home visitations, or drive students to activities, will also be reimbursed at the above rate.
2. The schedule of all classroom teachers who travel between buildings as part of their regular schedule will be submitted to Human Resources Office for review by the Assistant Superintendent of Human Resources and the Association President for action and/or compensation.
3. Classroom teachers whose schedule requires travel between buildings will be paid a stipend equal to .11 FTE at the extra pay rate to compensate them for the time to travel and the complexity of working with more than one building. Classroom teachers who travel between a secondary and an elementary building will receive an additional .01 FTE at the extra pay rate to compensate for various report card systems.

#### SECTION G – CURRICULUM DEVELOPMENT COMMITTEES

Employees may participate in professional curriculum development committees at the curriculum rate. Employees will be notified of the compensation for any of the committee work at the time the committee is advertised.

#### SECTION H – ADVANCED PLACEMENT

Employees who apply to and are recognized by the building administrator as teaching Advanced Placement/College in the High School, will be granted a \$150 stipend for every three (3) students up to \$1,500 total for additional planning, assessing, and instruction of students outside the regular



employee work calendar. An employee may use up to five (5) days of professional leave in lieu of \$150/day to attend AP reader/scoring activities. Such payment will be made in the June pay period.

#### SECTION I – CPR/FIRST AID

The District will publicize and provide a CPR/First Aid class for all employees who are required to hold First Aid Certification.

#### SECTION J – IN-BUILDING CLASSROOM COVERAGE

The Employer agrees to continue the systematic recruitment of qualified substitutes and to assign them daily as replacements for absent teachers.

When it is determined that substitutes are not available, all certificated staff are eligible to substitute. Secondary substitution time will be reimbursed at the extra pay rate per period. Elementary substitution will be paid at the extra pay rate per day or extra pay rate per hour for a portion of the day. Staff substitution will be documented on a time sheet. This documentation will reflect the time worked beyond the contracted day to complete regularly assigned duties, equal to the amount of time spent substituting.

In the event no certificated staff member volunteers to substitute, an administrator may assign a certificated staff member to replace the teacher, or the administrator may choose to teach the class.

If no other option is available, students may be reassigned to other certificated staff members. Certificated staff assigned a portion of a class will be reimbursed according to the number of students placed in their classroom.

When it is determined there is a need for coverage of a psychologist, another psychologist may agree to substitute at the rate of \$200.00 per day or \$40.00 per hour for a portion of the day.

## ARTICLE VIII – ASSOCIATION DUES AND DEDUCTIONS

### SECTION A – DUES DEDUCTION

The Association and its affiliates, the Washington Education Association and the National Education Association will have the exclusive right to automatic payroll deductions or membership dues for employees in the bargaining unit.

### SECTION B – MEMBERSHIP AUTHORIZATION

1. Association Dues. The Association which is the legally recognized exclusive bargaining representative of the employees as described in the "Recognition" clause of the Collective Bargaining Agreement will have the right to have deducted from the salary of members of the Association (upon receipt of a written authorization form) an amount equal to the fees and dues required for membership in the Association.

The dues deduction form and authorization will remain in effect from year to year, unless withdrawn in writing by the employee. Dues deduction forms must be delivered to the Business Office within thirty (30) days from the start of school or within thirty (30) days of an individual's beginning date of employment.

2. Hold Harmless. The Association hereby agrees to defend and hold the District harmless from any or all suits, damages, as awarded by court, fees and costs, including attorney's fees, asserted or claimed against the District as a result of or arising from the District's enforcement, application or carrying out of this provision, except that the Association will not be responsible for any unauthorized deductions made at the District's fault. It is understood that the Association will have the right to utilize an attorney of its choice in defending and holding the District harmless as provided above. The Association, nevertheless, agrees to reimburse any teacher from whom such fees, in excess of the amount authorized herein, were deducted so long as the Association received such excess amount. The Association agrees that the District assumes no responsibility in connection with such deductions except as to forwarding monies as herein set forth.

### SECTION C – DEDUCTION PROCESSING

The Association will submit a copy of each signed authorization form to the Employer for processing. The amount of the annual dues deductions will be made known by the Association to the Employer by September 15. The deduction authorized will be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the following August pay period.

### SECTION D – PRORATED DUES

Dues deductions for employees after the commencement of the contract year will be prorated based upon the remainder of the payroll periods for the contract year.

## **ARTICLE IX – REDUCTION IN FORCE**

### **SECTION A – GENERAL**

Probable cause for employees' reduction will be determined by the Board of Directors after receiving the recommendations of the Superintendent. Section B provides, in the sequence listed, the factors which will be used by the Superintendent in determining the educational program or service to be provided and the employees who will be employed to provide the educational program or service. The implementation of this provision will apply to all certificated employees in the bargaining unit. "Employees" are being defined as those certificated employees on Provisional and/or Continuing contract status. This language does not apply to those employees on non-continuing/leave replacement contracts.

### **SECTION B – EDUCATIONAL PROGRAM OR SERVICE RECOMMENDATIONS**

The factors used by the Superintendent in making recommendations to the Board on the educational program or services to be provided by the District will be:

1. The funds available for the implementation of the educational program or service, subject to audit by the Association. The audit will consist of a review of the anticipated and/or predicted funds available for the upcoming school year by the President of the Association and his/her fiscal expert and the Superintendent and/or his/her fiscal expert.
2. The enrollment projections for September and the graduation needs of students for the upcoming school year.
3. The content/grade level offerings developed under subsections (1) and (2) of this section.
4. The positions needed to operate the educational program or service developed under subsections (1), (2), (3) of this section.
5. The input (oral and/or written communications) received from the Association after the Association has had the opportunity to review subsections (2), (3), (4) of this section.

### **SECTION C – STAFF LIST FOR RETENTION**

If an educational program or service in the District is to be reduced or eliminated, the Superintendent will develop a list of employees to be recommended to the Board of Directors for retention by the District to fill the positions needed to operate the educational program or service. The following criteria will be applied in the order in which they are listed to the employees covered by this Agreement.

After the Board of Directors has determined the need for employee reduction, the Superintendent's staff will prepare a list, in numerical order based on seniority (as defined in footnote #2) of all employees who qualify for a supportive employee position, of all employees who qualify to teach in an elementary position (K-5), of all employees who qualify for each content on the secondary level, and of

all employees who qualify to teach in special education. As used in the preceding paragraph, the term "qualify" will mean those persons who satisfy the requirements for a position.

Every bargaining unit employee will, in accordance with the criteria below, be considered for retention in the assignment held at the time of the implementation of this provision, and, in addition, in such additional categories as any such employee may designate in writing to the Employer for which he/she qualifies.

1. Procedure for Supportive Employee Selection

- a. Definition - The supportive employees will consist of psychologists, counselors, teacher-librarians, speech therapists, physical therapists, occupational therapists, audiologists, and specialists.
- b. Certification - Possession of an appropriate, valid Washington State Certificate/endorsement for the particular position must be held.
- c. Length of Service - The positions will be filled by those employees currently employed in the District as supportive employees with the greatest length of service as an employee based on the criteria in footnote #2.
  1. When there is a tie for a particular position under the above criteria, the employee with the greatest length of service with the District will be given the position.
- d. Experience in the Position - In the event ties continue to exist after applying the above criteria, the position will be filled by the employee with the greatest length of service in the specific supportive position.
- e. Additional Preparation - When more than one person qualifies for a particular position under the above criteria, the position will be offered to the person who has achieved the greatest number of quarter hours of college credit beyond the bachelor's degree. In a case of a tie in number of credit hours, the position will be offered to the person with the higher graduate degree, i.e., M.A./M.Ed., Ph.D./Ed.D.

2. Procedure of Teacher Selection

- a. Certification - Possession of an appropriate, valid Washington State Certificate for the particular position being held.
- b. Preparation
  1. Elementary - For an elementary classroom teaching position in a primary or intermediate grade, a person must hold a valid Washington State Certificate for an elementary classroom teaching position.
    - a. Elementary Grades (K-5) - To qualify for a position in the elementary grades (K-5), a person must currently be in the position or have taught successfully in the elementary grades for at least one (1) year.
    - b. Elementary P.E. and elementary music specialists who have a valid Washington State Certificate for elementary classroom teaching positions and who have at least two (2) years successful experience teaching elementary P.E. or elementary music will qualify for elementary positions consistent with their certification.
    - c. Elementary teacher-librarians who have a valid Washington State Certificate for elementary teaching positions and who have at least four (4) years elementary library experience will qualify for elementary positions consistent with their certification.

2. Secondary - For a secondary teaching position, a person must have the equivalent of a major or minor in a particular field in which the majority of his/her teaching time will be devoted. The requirement of college preparation will be waived for any employee in a secondary position if the majority of his/her teaching time during the current school year has been in that content area. Previous successful secondary experience of three (3) or more years in a particular subject area will constitute a waiver of college preparation.
3. Special Education – special education teachers must qualify under criteria (a) or (b) above in that their preparation must show specific training for instruction of these students. Such training will include those qualifications required by current state statute.
- c. Length of Service - When more than one (1) person qualifies for a particular position under the criteria above, the individual who has the greatest length of service as an employee based on the criteria described in footnote #2 will be offered the position. When there is a tie for a particular position under the above criteria, the employee with the greatest length of service with the District will be given the position. When a tie still exists, the employee with the higher final summative score on the classroom teacher evaluation will be given the position.
- d. Experience in the Position - When more than one (1) person qualifies for a particular position under the above criteria, the position will be offered to the person who has the greatest length of service as a primary, intermediate, secondary, or special education teacher, as the position requires.
- e. Additional Preparation - When more than one (1) person qualifies for a particular position under the above criteria, the position will be offered to the person who has achieved the greatest number of quarter hours of college credit beyond the bachelor's degree. In case of a tie in number of credit hours, the position will be offered to the person with the highest graduate degree.

#### SECTION D – BOARD REVIEW AND ACTION

The Board of Directors will review the recommendations of the Superintendent. In the event that the Employer determines that probable cause for layoff exists based on a lack of sufficient funds or loss of levy election, the non-renewed employee(s) will receive a notice of probable cause pursuant to appropriate State statutes. The employee may appeal any said probable cause determination directly to the Superior Court in which the District is located.

#### SECTION E – ADMINISTRATIVE ACTION

All employees who receive notice of probable cause will be placed in a District Employment Pool. All vacancies will be filled from the employment pool unless there is no employee in the employment pool with the required qualifying criteria for a particular position. In filling any vacancy, the same criteria specified above will be used. The term "vacancy" will be liberally construed and will include all positions that may become available for any reasons. All employees remaining in the employment pool will be considered as applicants for all vacancies and all vacancies will be filled according to the above criteria. Employment notification will be made by certified mail and phone call. An employee will notify the Human Resources Office in writing of his/her current contact information during the

summer months.

1. Failure to respond to an offer of a position within three (3) business days of receipt of employment notification will result in an offer for the next employee on the seniority list.
2. Refusal of a position by an employee will result in removal of his/her name from the employment pool.

All employees will be retained in the District employment pool until September 15 of the following calendar year unless the employee notifies the Employer that he/she wants to be removed. An employee will have his/her name maintained in the employment pool another year if he/she notifies the Employer in writing prior to September 15 of the following calendar year. All employees in the pool will be granted priority for substitute positions (temporary and long-term). Every employee to whom this procedure applies will be provided with a list upon which that employee's name appears, along with the number of employees to operate the proposed reduced program. In addition, the Association will be provided with a copy of the list, which includes the above information.

An employee may, in writing and within three (3) business days of receipt of the list, file with the Superintendent his/her 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, he/she will do so in writing and provide the individual and the Association with copies thereof. Any further appeal of placement will be pursuant to the grievance procedure of this Agreement.

#### FOOTNOTE #1

Position - Will refer to the contract offered to an individual which will state an offer of employment as teacher or supportive employee.

Assignment - Should it become necessary to implement this provision, the assignments to particular buildings and specific duties will be made by the Employer. Assignments will be made consistent with this Article.

#### FOOTNOTE #2

Employee seniority will include:

1. Certificated work experience in public schools, accredited private schools, community colleges, colleges and universities (not to include summer work);
2. Accumulated substitute certificated teaching time (months or years);
3. Military or Peace Corps service up to one (1) year's credit.

## ARTICLE X – GRIEVANCE PROCEDURES

### SECTION A – DEFINITIONS

1. A grievance is an alleged misinterpretation of, misapplication of, or deviation from, the terms and/or provisions of this Agreement.
2. A grievant will mean an individual, group of individuals, and/or the Association.
3. Nothing contained herein will be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration.

### SECTION B – PROCEDURE FOR PROCESSING GRIEVANCES

1. Immediate Supervisor
  - a. The grievant and the Association representative or the Association may orally present a grievance to the immediate supervisor. If the grievance is not settled orally, the grievance will be presented to the immediate supervisor within twenty (20) working days after the occurrence of the grievance, or within twenty (20) working days from the time the grievant or Association should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.
  - b. The "Statement of Grievance", Appendix E will name the grievant(s) involved, the facts giving rise to the grievance, provision or provisions of the Agreement alleged to be violated, and the remedy (specific relief) requested.
  - c. The immediate supervisor, upon receipt of the written grievance, will sign and date the grievance form and will give a copy of the grievance form to the grievant(s), Association representative and the Superintendent. The immediate supervisor will answer the grievance in writing within five (5) working days of receiving the grievance. The answer will include the reasons upon which the decision was based. The immediate supervisor will concurrently send a copy of the grievance, his/her decision, and all supportive evidence to the grievant(s), Association representative and the Superintendent.
2. Superintendent
  - a. If no satisfactory settlement is reached at Step 1, the grievance may be appealed to Step 2, Superintendent or his/her designated representative, within seven (7) working days of receipt of the decision rendered at Step 1.
  - b. The Superintendent or his/her designated representative will arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting will be scheduled within seven (7) working days of the receipt of the Step 2 appeal. The purpose of this meeting will be to effect a resolution to the grievance.
  - c. The Superintendent or his/her designated representative will provide a written decision, incorporating the reasons upon which the decision was based to the grievant(s), and/or Association representatives within five (5) working days from the conclusion of the meeting. The decision rendered at Step 2 will be considered the final decision of the Employer.
3. Arbitration

- a. If no satisfactory settlement is reached at Step 2, the Association, within fifteen (15) working days of the receipt of the Step 2 decision, may appeal the final decision of the Employer to the Federal Mediation and Conciliation Service or Public Employees Relations Commission for arbitration under the Voluntary Rules. It will be the function of the arbitrator and he/she will be empowered, except as his/her powers are limited under Jurisdiction of Arbitrator, to make decisions to cases of alleged misinterpretations of, misapplication of, or violations of the terms and/or provisions of this Agreement.
- b. The arbitrator will hold a hearing within twenty (20) working days of his/her appointment. Ten (10) working days notice will be given to both parties of the time and place of the hearing. The arbitrator will issue his/her decisions within twenty (20) days from the date final written briefs have been submitted or if revised by both parties, twenty (20) days after the completion of the hearing.
- c. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted to him/her. The decision of the arbitrator will be final and binding upon the Employer, the Association and the grievant(s).

#### 4. Jurisdiction of Arbitrator

- a. The arbitrator will have no power to add to, subtract from, disregard or modify the terms and provisions of this Agreement.
- b. The arbitrator will have no power or authority to make any decision, which requires the commission of an act prohibited by law.
- c. The arbitrator will have no power or authority to rule on any of the following:
  1. The termination of services or failure to re-employ any employee to a position on the supplemental salary schedule.
  2. Any matter involving employee evaluation provided the evaluation procedure (Article III, Section G) may be reviewed for procedural error.
  3. Any matter involving employee probation procedures, probation, non-renewal or discharge.
  4. Any matter involving reduction-in-force provided that the procedural application of reduction-in-force will be subject to this Article.

### SECTION C – TIME LIMITS

1. Time limits provided in this procedure may be extended by mutual agreement when signed by both parties.
2. Failure on the part of the Employer at any step of this procedure to communicate the decision on a grievance within a specific time limit will permit the Association to lodge an appeal at the next step of this procedure.
3. Any grievance not advanced by the grievant from one step to the next within the time limits of that step will be deemed resolved by the Employer's answer at the previous step.
4. In order to expedite grievance adjudication, the parties agree that any association grievances, class action grievances, and grievances involving the evaluation procedures will be lodged at Step 2 of this procedure.



#### SECTION D – REPRISALS

No reprisal of any kind will be taken by the Employer against any employee because of his/her participation in any grievance. Any employee claim of reprisal will include the specific factual basis for such claim in the Statement of Grievance.

#### SECTION E – COSTS

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

## ARTICLE XI – DURATION, PAST PRACTICE AND ATTEST

### SECTION A – DURATION

This Agreement will become effective upon final Board ratification and will remain in force and effect until August 31, 2023. Negotiations for 2023-2024 will begin no later than May 1, 2023. The parties will meet no less than once every two weeks to exchange information and data through the first week of June. If negotiations are not completed by July 15, 2023, the parties will mutually request mediation assistance from FMCS.

Salary, fringe benefits, CTE hours in Appendix C, and any legislative changes will be open for negotiations yearly.

### SECTION B – PAST PRACTICE

The Employer agrees not to change any past practices that are wages, hours, terms and conditions of employment. This Agreement expressed herein in writing constitutes the full and complete agreement between the parties.

### SECTION C – ATTEST

In witness whereof, the parties have executed this Agreement the day and year written below:

For the Association	District Negotiations Team	For the Board of Directors

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in Silverdale, Washington.

## **APPENDIX A – SCHOOL CALENDAR**

### **SCHOOL CALENDAR**

1. The District will distribute the school calendar by June 1st. There will be a non-student day on the day between semesters, in February attached to Presidents' Day weekend, and a day in March. The March day will allow staff time, if they choose, to complete second trimester report cards.
2. Employees will receive two (2) weeks of unpaid winter vacation with the vacation beginning at least two (2) calendar days before December 25th.
3. Spring Break will begin on Monday and terminate on Friday.
4. In the event of the need for make-up days due to emergency closure, the District and Association will meet and discuss the possibility of using the days above for student make-up days.
5. For the purpose of grading, planning, and training, there will be ninety (90) minute student early release days. The use of some of these days will be designated as follows:
  - a. All secondary employees will have eight (8) days for grading, two consecutive early release days near the end of each quarter. All elementary employees will have three (3) consecutive early release days near the end of the 1<sup>st</sup> and 2<sup>nd</sup> trimester and two (2) consecutive early release days near the end of the 3<sup>rd</sup> trimester for grading. (see Article V)
  - b. Three (3) days for curriculum related activities, jointly planned by the Curriculum Department and building administrator to focus on current District goals and identified needs.
  - c. One (1) day to complete end-of-year reports, inventories, student records, and other paperwork connected with the end of the year.
  - d. Early release days can be taken only once per week.
  - e. Seven (7) days will be designated, by mutual agreement of the building administrator and staff, for common planning time in department, grade level, and/or curricular groups. Specific dates will be determined and a calendar posted by the end of September. If revisions are necessary, staff will be informed in a timely manner and a revised calendar posted.
    1. The use of this time will be determined by staff in the department, grade-level and/or curricular groups for common planning of lessons, developing curriculum, assessing student work or working on department, grade-level or school initiatives.
  - f. The District will designate four (4) early release days to allow for district-wide meetings for special services staff. Special services staff will be excused from building meetings.
  - g. Administrators will designate 4.5 hours (270 minutes) of early release day time (in blocks no shorter than 45 minutes) to allow regular education teachers to meet with special education teachers for the purposes for discussing IEP accommodations for students and holding IEP meetings that require general education teachers to attend.
6. New Staff Day - There will be one (1) required day before the opening of school to orient new

staff members to the unique requirements of the District. New staff will be defined as employees hired after the new staff day of the preceding year. This day will be paid at the individual's extra pay rate. Employees will have access to this day one time only.

7. New to the Profession Day - Employees entering the profession for the first time will have one (1) required day, in addition to the new staff day, before the opening of school for in-service activities. This day will be paid at the individual's extra pay rate.
8. Employees may adjust their schedule on the afternoon of the last student day when students have been released early, if the employee has worked three and one-half hours (3 ½) beyond the workday during the last two weeks of school.
9. The District and Association strongly believe parent-teacher communication is a vital part of a strong educational system. To this end the District will offer two and a half (2.5) hours, paid at the curriculum rate, for each employee who prepares for and attends an open house. Employees assigned to multiple buildings will be paid for each open house they prepare for and attend.

## APPENDIX B – MISCELLANEOUS SUPPORT POSITIONS

### Curriculum Coaches/Specialists

The needs of the District will change as curriculum, instruction, and the educational needs of its students change. As part of our commitment to professional growth, and as a way to utilize the expertise of our employees to assist with curriculum efforts, the District will provide at least seven (7) teachers the opportunity to experience leadership in settings away from the classroom for individually specified periods of time. These positions are for the purpose of meeting current needs identified by the District, and therefore will not be considered permanent. At the end of the period identified for any project or position, an employee hired from within the district will be returned to a position comparable to that held prior to taking said coordinator/specialist/coach position, and an employee hired from outside of the district will be transferred to a position for which (s)he is qualified.

Depending on job responsibilities and in mutual agreement with the District, supplemental contracts, paid from District funds, will be issued. In addition, a salary factor may be added on supplemental contract for the purpose of compensating time spent in parent meetings, teacher contacts, District meetings, and conducting in-services beyond the workday.

In case of a District RIF or reduction of state and/or local funds, these people will be part of the seniority list of their previous teaching. The time spent as a coordinator/specialist/coach will count for determining seniority.

### High School Activity Coordinator

Each high school activity coordinator will receive a .169 stipend, based on the base cell of the salary schedule.

### High School ASB Advisor

Each high school ASB advisor will receive a .056 stipend, based on the base cell of the salary schedule.

### Middle School ASB/Activity Advisor

Each Middle School ASB/Activity advisor will receive a .041 stipend, based on the base cell of the salary schedule.

### Elementary School ASB/Activity Advisor

Each Elementary School will receive a .041 stipend for an ASB/Activity advisor, based on the base cell of the salary schedule.

## APPENDIX C – COUNSELORS, TEACHER-LIBRARIANS, AND MISC. SALARY SCHEDULE

<b>Position</b>	<b>Number of Additional Days</b>
Off Campus	Ten (10)
Teacher Librarian	Five (5)
High School Counselor	Twenty (20)
Middle School Counselor	Ten (10)
Career Technical Education	Varies with responsibilities including Summer Conference, Enrollment Department Advisory Committee, Directors Council, COE, and other assignments (280 days)
Alternative School	Ten (10)
Psychologist	Fifteen (15)
Learning Specialist	Five (5)

Payment for these days will be from the levy

## APPENDIX D – CO-CURRICULAR SALARY SCHEDULE

These activities are dependent on special levy and CTE funding and will be sustained only to the extent that the funding source remains.

To be eligible for co-curricular compensation, an employee must perform services and assume responsibilities beyond those expected as part of the regular employment contract. The decimal equivalents noted are based upon the base cell.

<b>High School</b>		
<sup>1</sup> Position	Lane	Stipend
Band	A	.180
Drama (for 3 performances)	A	.180
Orchestra	B	.124
Yearbook	B	.124
Vocal	B	.124
Debate	C	.074
Paper/Media	C	.074
Skills USA	C	.074
DECA	D	.065
FBLA	D	.065
FCCLA	D	.065
TSA	D	.065
<b>Middle School</b>		
<sup>1</sup> Position	Lane	Stipend
Band	A	.093
Drama (for 2 performances)	A	.093
Jazz Band	B	.074
Orchestra	B	.074
Skills USA	B	.074
Vocal	B	.074
Yearbook	B	.074
Debate	C	.065
FCCLA	C	.065
Paper/Media	C	.065
TSA	C	.065
<b>Elementary Position</b>		
<sup>1</sup> Position	Lane	Stipend
Chorus	A	.065
Band	B	.015 (per school)
Orchestra	B	.015 (per school)
Vocal Music	B	.015*
		*Per performance up to 5

The payment of a full stipend is dependent on student affiliation with the parent state and national organizations of Skills USA, FBLA, FCCLA, DECA, and TSA. If approved by the CTE Director, any of these five (5) stipends can be replaced by another Washington State recognized CTSO. Only those programs/clubs where students are dues paying members of said organizations will generate an advisor stipend. If there are over fifty (50) qualified members as evidenced by club records, and club meeting minutes, then an additional advisor may be compensated at fifty (50%) of the normal stipend, if requested. An increased stipend will not be paid to the advisor of record if they decline the support of a second advisor.

<sup>1</sup>If during any year, the class is not offered during the school day, the stipend will be available for a certificated member to run the program as a club.

## APPENDIX E – GRIEVANCE FORMS

### GRIEVANCE FORMS

Form A

Step 1 or 2 (Please Circle)

#### Distribution of Form by Originator

1. Association Representative
2. Immediate Supervisor
3. Association President
4. Grievant

#### COMPLAINT BY THE AGGRIEVED

Type or Print:

Aggrieved Person: \_\_\_\_\_ Date of Formal Presentation: \_\_\_\_\_

Address of Aggrieved Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ School: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_

Years in School System: \_\_\_\_\_ Subject Areas/Grade: \_\_\_\_\_

Association Representative: \_\_\_\_\_

#### Statement of Grievance

Provision(s) of Agreement Alleged to be Violated

#### Relief Sought

\_\_\_\_\_  
Signature of Aggrieved



Form B  
Step 1

Distribution of Form by Originator

1. Association Representative
2. Immediate Supervisor
3. Association President
4. Grievant

DECISION OF SCHOOL ADMINISTRATOR OR IMMEDIATE SUPERVISOR

(To be completed by school administrator or immediate supervisor within five (5) working days after receipt of the grievance.)

I. Aggrieved Person \_\_\_\_\_ Date of Formal Presentation \_\_\_\_\_  
School \_\_\_\_\_ School Administrator/Immediate Supervisor \_\_\_\_\_

DECISION OF SCHOOL ADMINISTRATOR OR IMMEDIATE SUPERVISOR AND REASONS THEREFORE:

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

\_\_\_\_\_  
Signature of School Administrator or Immediate Supervisor

II. Aggrieved Person's Response: (To be completed by aggrieved within seven (7) working days of decision)

\_\_\_ I accept the above decision.

\_\_\_ I hereby refer the above decision to the Superintendent for review.

\_\_\_\_\_  
Signature of Aggrieved

Date of Response \_\_\_\_\_

Form C  
Step 2

Distribution of Form by Originator

- 1. Association President
- 2. Grievant

DECISION BY SUPERINTENDENT

(To be completed by the Superintendent within five (5) days from the conclusion of a meeting between the Superintendent and grievant(s). The meeting to be scheduled within seven (7) working days of the appeal of the decision made by the immediate supervisor.)

I. Aggrieved Person: \_\_\_\_\_

Date of Oral Presentation: \_\_\_\_\_

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: \_\_\_\_\_

III. Aggrieved Person's Response: (To be completed by aggrieved within fifteen (15) working days of decision)

\_\_\_ I accept the above decision.

\_\_\_ I hereby refer the above decision to Arbitration for review.

\_\_\_ I hereby refer the above decision to contract negotiations.

\_\_\_\_\_  
Date of Response

\_\_\_\_\_  
Signature of Aggrieved

Form D  
Step 3

Distribution of Form by Originator

1. Association President
2. Superintendent
3. Grievant

DETERMINATION REGARDING ARBITRATION

(To be completed by the Association President and Executive Board within fifteen (15) days after receiving a written decision at Step 2.)

Aggrieved Person: \_\_\_\_\_

Date of Oral Presentation: \_\_\_\_\_

Association President  
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 interest 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 interests of the school system. The grievance, therefore, is hereby submitted to arbitration.

Date of Determination \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

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

SELECTION OF THE ARBITRATOR:

(To be completed by the Superintendent and Association President within ten (10) days after the request for arbitration.)

The parties have agreed upon and selected as the arbitrator to whom the appended grievance is hereby selected.

Date of Designation \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

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



**APPENDIX G – EMERGENCY LEAVE FORM**

CENTRAL KITSAP SCHOOL DISTRICT NO. 401

**EMERGENCY LEAVE FORM**

ARTICLE VIII, SECTION 3, CKESP AGREEMENT  
ARTICLE VI, SECTION A, CKEA AGREEMENT

Situation in which Emergency Leave may be granted are as follows:

1. The problem must be suddenly precipitated, must be of such a nature that pre-planning is not possible, or where pre-planning cannot relieve the necessity for the employee’s absence.
2. The problem cannot be one of minor importance or mere inconvenience, but must be serious.
3. Application for consideration for Emergency Leave must be made to the administrator/director, then the signed form is sent to the Human Resource Office within seven (7) days after the absence. Emergency Leaves are subject to Board approval. Time of absence is noted on the Leave Record.

.....

Name of Applicant: \_\_\_\_\_ Location: \_\_\_\_\_

Reason for Request: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date(s) leave taken: \_\_\_\_\_

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

Prepare one copy. Route through administrator/ supervisor to the Human Resource Office for approval. A letter will be sent to the employee informing them of approval/disapproval. Emergency Leave is charged to the employee’s Sick Leave bank.

.....

\_\_\_\_\_  
Administrator’s / Supervisor’s Recommendation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Signature

\_\_\_\_\_  
Date

**Disposition from HR:**       **APPROVED**                       **NOT APPROVED**

## APPENDIX H – REQUEST FOR TRANSFER FORM

CENTRAL KITSAP SCHOOL DISTRICT NO. 401

REQUEST FOR TRANSFER 20\_\_-20\_\_

(Continuing Non-Provisional Employees for the upcoming year ONLY)

For your privacy concerns, interview/hiring teams do not have access to your personnel file. The information you include on this form will be provided to the hiring team. The front side of this form is required information and the backside is optional information.

The district transfer process takes place in the spring after the March 1 deadline. We will work to enable as many of the transfer requests as possible. **To be considered for transfer, an employee must be on a Continuing Non-Provisional Contract for the upcoming school year.**

Print Name: \_\_\_\_\_

Current Location: \_\_\_\_\_ Current Assignment: \_\_\_\_\_

Certificate (\*K-8, K-12, or Standard Elem / Sec): \_\_\_\_\_

Endorsement(s): \_\_\_\_\_

Major: \_\_\_\_\_ Minor: \_\_\_\_\_

I have an unused involuntary transfer status “chit(s)”. Year(s): \_\_\_\_\_

Transferred from \_\_\_\_\_ to \_\_\_\_\_

- Request must be specific to preferred buildings and preferred assignments:

	Building Requested	Teaching Assignment Requested
1 <sup>st</sup>		
2 <sup>nd</sup>		
3 <sup>rd</sup>		
4 <sup>th</sup>		
5 <sup>th</sup>		

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

\_\_\_\_\_  
Date

You might want to provide additional information to the administrator/team to consider. On the back of this form are some ideas for this information. Again, it is optional information, but it could work to your benefit. (OVER)

**OPTIONAL INFORMATION FOR INTERVIEW / HIRING TEAM**

1. Describe your current school / teaching assignment (especially if there are special aspects, i.e., multiage, team teaching, etc.)

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2. Describe your employment history as it would apply to a position for which you would wish to be considered.

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3. Describe special skills/talents you might bring to your new position.

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4. Describe why you are asking for a transfer.

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5. Describe your ideal teaching situation.

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6. Other information you would like to be considered.

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**See the Collective Bargaining Agreement for full transfer information.**

# APPENDIX I – CERTIFICATED EMPLOYEE EVALUATION-YEAR 1, 2, 3, 4

CENTRAL KITSAP SCHOOL DISTRICT NO. 401  
Silverdale, Washington

## SUMMATIVE CERTIFICATED CLASSROOM EMPLOYEE EVALUATION REPORT FORM

YEAR (please check):     1     2     3     4     beyond

Name of Employee: \_\_\_\_\_ School: \_\_\_\_\_

Assignment: \_\_\_\_\_ Date of Observation: \_\_\_\_\_

Observation Began: \_\_\_\_\_ Observation Ended: \_\_\_\_\_

Pre-evaluation Conference Date: \_\_\_\_\_ Duration: \_\_\_\_\_

Post-evaluation Conference Date: \_\_\_\_\_ Duration: \_\_\_\_\_

**Instructions for Completing Evaluation Report:**

For each criteria area listed below, the evaluator will evaluate each employee based on the evaluation criteria in the collective bargaining agreement. Observations of actual behaviors or situations and review of documentation will be recorded on the left side of the page. Conclusions drawn from the observation will be recorded on the right side of the page.

**Directions:** Place all observation data in the left-hand column. Using the following key, draw conclusions on the right.

<b>Y-Yes</b>	<b>A-Area for Growth</b>	<b>N-Needs plan for Improvement</b>	<b>X-Not Observed/ Not applicable</b>
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OBSERVATIONS AND COMMENTS

CONCLUSION DRAWN



Knowledge of Subject Matter	1.	Learns to use essential learnings and District-adopted curriculum materials as the framework for subject matter.
	2.	Presents content accurately.
	3.	Teaches process and skills appropriate to the subject area and to the students' interests and abilities.
Classroom Management	1.	Arranges classroom appropriately for planned activities.
	2.	Maintains orderly, efficient classroom environment conducive to learning.
	3.	Demonstrates positive classroom management.
	4.	Implements well-defined classroom procedures, yet remains flexible.
	5.	Provides an atmosphere in which students remain on task.
	6.	Fosters mutual respect in the classroom.
	7.	Helps students develop productive work habits and study skills.
<b>C. <u>Instructional Skill</u> Planning</b>	1.	Uses the District essential learnings as the framework for student learning.
	2.	Plans assessment aligned with lessons and units.
	3.	Has instructional plans available for self, substitute, or administrator.
	4.	Develops short and long range plans which are clear, meaningful, and aligned with lesson and course outcomes.
	5.	Utilizes assessment results in subsequent planning.
	6.	Evaluates and selects from available materials to meet varied student needs and abilities.
<b>C. <u>Instructional Skill</u> Instruction</b>	1.	Clearly states instructional objectives to students.
	2.	Provides explanations and directions that are clear, concise, and consistent with stated objectives, and checks for ongoing student understanding of the directions.

	3.	Motivates students to attend to daily lessons and utilizes strategies that actively engage students in learning.
	4.	Organizes and instructs to maximize student time on task.
	5.	Exhibits a sense of pacing that is suitable for the activity and the class.
	6.	Employs varied teaching and learning strategies.
	7.	Checks for student understanding and modifies instructional plan as needed.
	8.	Uses aligned assessment tools to monitor student learning.
	9.	Uses a clear, reasonable, and fair grading system, which complies with District policy and maintains a continuous record of student progress.
<b>Handling of Student Discipline to Enhance Student Learning</b>	1.	Clearly and consistently communicates and enforces class rules and expectations.
	2.	Shows consistency and fairness to all students.
	3.	Utilizes positive and negative consequences as appropriate.
	4.	Encourages each student to develop responsibility for his/her own behavior.
	5.	Controls excessive levels of classroom noise.
	6.	Uses verbal and non-verbal communication to encourage appropriate behavior.
<b>E. Interest in Teaching/Professional Conduct</b>	1.	Demonstrates understanding and acceptance of diversity within the school community.
	2.	Communicates in a professional manner with school personnel.
	3.	Listens and responds to students' and parents' needs and concerns; intervenes and makes referrals to support services as needed.
	4.	Communicates with parents about classroom/student related matters.
	5.	Informs administrators of pertinent situations regarding student behaviors, academic progress and parental concern.

	6.	Deals with confidential student information in a legal and ethical manner.
	7.	Maintains responsibility for administrative details; responds to requests promptly and accurately.
<b>F. Professional Preparation and Scholarship</b>	1.	Demonstrates appropriate oral and written communication skills.
	2.	Demonstrates ongoing self-assessment and professional growth.
<b>Effort Toward Improvement When Required</b>	1.	Implements suggestions for improvement written in periodic evaluations and/or plan of improvement.

**COMMENTS:**

**The employee's performance has been during the evaluation period.**

\_\_\_\_\_  
Evaluators Signature

\_\_\_\_\_  
Date Signed

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

\_\_\_\_\_  
Date Signed

**The signature of the employee indicates that the employee has seen the evaluation. It does not indicate that the employee agrees with the content.**

## APPENDIX J – TEACHER-LIBRARIAN EMPLOYEE EVALUATION

CENTRAL KITSAP SCHOOL DISTRICT NO. 401  
Silverdale, Washington

### SUMMATIVE TEACHER-LIBRARIAN EVALUATION REPORT FORM

YEAR (please check):  1  2  3  4  beyond

### EDUCATIONAL STAFF ASSOCIATES SUMMATIVE EVALUATION REPORT FORM

YEAR (please check):  1  2  3  4  beyond

Name of Employee: \_\_\_\_\_ School: \_\_\_\_\_

Assignment: \_\_\_\_\_ Date of Observation: \_\_\_\_\_

Observation Began: \_\_\_\_\_ Observation Ended: \_\_\_\_\_

Pre-evaluation Conference Date: \_\_\_\_\_ Duration: \_\_\_\_\_

Post-evaluation Conference Date: \_\_\_\_\_ Duration: \_\_\_\_\_

**Instructions for Completing Evaluation Report:**

For each criteria area listed below, the evaluator will evaluate each employee based on the evaluation criteria in the collective bargaining agreement. Observations of actual behaviors or situations and review of documentation will be recorded on the left side of the page. Conclusions drawn from the observation will be recorded on the right side of the page.

**Directions: Place all observation data in the left-hand column. Using the following key, draw conclusions on the right.**

<b>Y- Yes</b>	<b>S – Some evidence</b>	<b>N - Needs attention</b>	<b>X - Not Observed / not applicable</b>
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OBSERVATIONS / COMMENTS	CONCLUSION DRAWN	
<b>a. INSTRUCTIONAL SKILL</b>		
		1. Applies the principles of learning to teaching.
		2. Establishes immediate and long-range plans consistent with the selected objectives.
		3. Prepares effective lessons to meet objectives.
		4. Utilizes teaching techniques which are consistent with the selected objectives.
		5. Considers abilities and performance levels of students in planning and conducting lessons.
		6. Presentation is paced by student progress.
		7. Gives explanations and directions that are appropriate to the desired objectives.
		8. Encourages active student participation.
		9. Makes reasonable and appropriate assignments.
		10. Plans for and implements continuing evaluation in lessons and units, using the results to improve the program.
		11. Assists other staff in meeting curriculum objectives.
		12. Integrates library programs goals to that of other curricula.
<b>b. KNOWLEDGE OF AND SCHOLARSHIP IN SPECIAL FIELD</b>		
		1. Possesses and maintains competence in subject matter.
		2. Exhibits theoretical background and knowledge of the principles and methods of teaching.
		3. Demonstrates competence in selection and use of print media.
		4. Demonstrates competence in selection and use of non-print media.
		5. Keeps current in all aspects of the library/media program.
		6. Uses correct oral and written English.
<b>c. LIBRARY MANAGEMENT</b>		
		1. Organizes the library setting to contribute to the learning process.

		2. Provides adequate direction for classified library personnel.
		3. Integrates library involvement with total school program when appropriate.
		4. Maintains responsibility for administrative detail, e.g., inventory, resources, schedules, orders, etc.
<b>d. HANDLING OF STUDENT DISCIPLINE</b>		
		1. Establishes clear parameters and reinforces student behavior in the library.
		2. Accepts responsibility for supporting building rules and standards for student behavior.
		3. Encourages an atmosphere of courtesy, self-control, respect, and responsibility.
<b>e. INTEREST IN ASSISTING PUPILS / TEACHERS</b>		
		1. Develops rapport with students.
		2. Is willing and available to assist students during student work times.
		3. Deals with personal information and communication about students in an ethical manner.
		4. Demonstrates proactive efforts to meet staff needs for library resources.
		5. Deals appropriately and professionally with students, parents, and other staff.
<b>f. EFFORT TOWARD IMPROVEMENT WHEN REQUIRED</b>		
	1.	Implements suggestions for improvement.
	2.	Responds appropriately to recommendations included in periodic evaluations.

COMMENTS:

The employee's performance has been \_ during the evaluation period.

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date Signed

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

\_\_\_\_\_  
Date Signed

**The signature of the employee indicates that the employee has seen the evaluation. It does not indicate that the employee agrees with the content.**

**Distribution:    Original – Human Resources    Copy – Evaluator    Copy-Employee**

## APPENDIX K – ESA EMPLOYEE EVALUATION

CENTRAL KITSAP SCHOOL DISTRICT NO. 401  
Silverdale, Washington

### EDUCATIONAL STAFF ASSOCIATES SUMMATIVE EVALUATION REPORT FORM

YEAR (please check):  1    2    3    4    beyond

Name of Employee: \_\_\_\_\_ School: \_\_\_\_\_

Assignment: \_\_\_\_\_ Date of Observation: \_\_\_\_\_

Observation Began: \_\_\_\_\_ Observation Ended: \_\_\_\_\_

Pre-evaluation Conference Date: \_\_\_\_\_ Duration: \_\_\_\_\_

Post-evaluation Conference Date: \_\_\_\_\_ Duration: \_\_\_\_\_

**Instructions for Completing Evaluation Report:**

For each criteria area listed below, the evaluator will evaluate each employee based on the evaluation criteria in the collective bargaining agreement. Observations of actual behaviors or situations and review of documentation will be recorded on the left side of the page. Conclusions drawn from the observation will be recorded on the right side of the page.

Directions: Place all observation data in the left-hand column. Using the following key, draw conclusions on the right.

<b>Y- Yes</b>	<b>S – Some Evidence</b>	<b>N - Needs Attention</b>	<b>X - Not Observed / Not Applicable</b>
---------------	--------------------------	----------------------------	--

**OBSERVATIONS / COMMENTS**

**CONCLUSION DRAWN**

**A. Interest in Assisting Pupils, Parents, and School Personnel**

	-	1.	Consults with ESA staff, school personnel, and parents concerning the development coordination of services to those needing specialized programs.
	-	2.	Demonstrates understanding of the individual needs of students.



	-	3	Plans and develops appropriate programs to serve the preventative and developmental needs of students.
	-	4.	Develops rapport with students.
	-	5.	Interprets characteristics and needs of students to parents and staff in group and individual settings.
	-	6.	Creates an environment which provides privacy and protects student and family information.
	-	7.	Deals appropriately and professionally with students, staff, and parents.

**B. Knowledge of Subject Matter / Professional Preparation and Scholarship in Special Field**

	-	1.	Demonstrates understanding of the basic principles of human growth and development.
	-	2.	Demonstrates the ability and knowledge to make appropriate referrals.
	-	3.	Demonstrates knowledge and skills to develop specific program of services.
	-	4.	Keeps current in his / her discipline.
	-	5.	Uses correct oral and written English.

**C. Specialized Skills**

	-	1.	Develops goals and objectives to facilitate the implementation of program and services.
	-	2.	Conducts a program providing specific services within his / her discipline.
	-	3.	Demonstrates ability to synthesize and integrate testing and non-testing data.
	-	4.	Assists teachers and administrators with interpreting and integrating specific student information into the regular classroom program.

**D. Management of Special and Technical Environment**

	-	1.	Selects and recommends testing and non-testing materials and equipment appropriate to student needs.
	-	2.	Responds in an appropriate manner to the needs of special students.
	-	3.	Demonstrates awareness of the law as it relates to area of specialization.

**E. Effort Toward Improvement When Required**

	-	1.	Implements suggestions for improvement.
	-	2.	Responds appropriately to recommendations included in periodic evaluations.

**COMMENTS:**

The employee's performance has been            during the evaluation period.

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date Signed

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

\_\_\_\_\_  
Date Signed

***The signature of the employee indicates that the employee has seen the evaluation. It does not indicate that the employee agrees with the content.***

**Distribution: Original – Human Resources**

**Copy – Evaluator**

**Copy-Employee**

# **APPENDIX L – PROFESSIONAL GROWTH MODEL – PLANNING WORKSHEET**

CENTRAL KITSAP SCHOOL DISTRICT NO. 401

Silverdale, Washington

## **PROFESSIONAL GROWTH MODEL – Planning Worksheet**

Formative evaluation will provide an option for employees to select professional growth goals and determine the method of accomplishing those goals. A supportive environment that encourages trust, exploration and increased collegial interaction will promote professional growth. The formative evaluation process will support employees in making decisions regarding self-improvement and will allow collaborative decisions regarding effective staff development.

At least one goal, of the employee's choice, will be related to the building goals, department goals, grade level goals or School Improvement Plan. Progress toward meeting professional goals will not be considered as part of the evaluation process.

Staff Member: \_\_\_\_\_ School Year: \_\_\_\_\_

Assignment: \_\_\_\_\_ Location: \_\_\_\_\_

Supervisor: \_\_\_\_\_

1. Goal(s) / Activities:

\_\_\_\_\_

2. Activity (ies), Procedures, and Resources for Growth:

\_\_\_\_\_

3. Indicators of Growth and Timeline:

\_\_\_\_\_

4. Outcome of Plan / Summary of Progress:

\_\_\_\_\_

The teacher will complete sections 1-3 above and bring it to the first meeting with the administrator. The administrator will retain a copy of the top half of this form (sections 1 and 2). Prior to the final meeting, the teacher will complete section 4.

**APPENDIX M – FORMATIVE SHORT FORM**  
(ESA/Non-Classroom Specialist, Teacher Librarian, Non-TPEP Classroom Employee)

CENTRAL KITSAP SCHOOL DISTRICT NO. 401  
Silverdale, Washington

**FORMATIVE SHORT FORM**

To be used with teachers in the first and second years of the formative cycle.

Name: \_\_\_\_\_ School: \_\_\_\_\_

Year: \_\_\_\_\_ Assignment: \_\_\_\_\_

\_\_\_\_\_ was observed, per statutory requirement, for a total of sixty (60) minutes in the performance of his/her duties and has demonstrated successful teaching performance.

Date: \_\_\_\_\_ Staff Member: \_\_\_\_\_

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

The next evaluation will be on the \_\_ form.

Rationale if cycle change:

Distribution: Personnel File  
Employee  
Supervisor

# APPENDIX N – FORMATIVE LONG FORM – CLASSROOM EMPLOYEE

CENTRAL KITSAP SCHOOL DISTRICT NO. 401  
Silverdale, Washington

## FORMATIVE LONG FORM

To be used with teachers in the third year of the formative cycle.

Name: \_\_\_\_\_ School: \_\_\_\_\_

Year: \_\_\_\_\_ Assignment: \_\_\_\_\_

Formal observation which in part led to this evaluation occurred on \_\_\_\_\_ and \_\_\_\_\_.

Post-conferences were held on \_\_\_\_\_ and \_\_\_\_\_.

## EVALUATION

	<u>Meets</u> <u>Expectations</u>	<u>Does Not Meet</u> <u>Expectations</u>
<u>Criteria</u>		
1. Knowledge of Subject Matter		
2. Classroom management		
3. Instructional skill		
4. Handling of student discipline and attendant problems		
5. Interest in teaching pupils		
6. Professional preparation and scholarship		
7. Effort toward improvement when required		

It is my judgment, based upon adopted criteria, that this employee's overall performance has been \_\_\_\_\_ during the evaluation period.

The certificated employee's signature indicates that the employee has read and discussed the evaluation in a conference with the evaluator. The employee has the right of addendum; if such a statement is to be attached, check here . Such addendum must bear the signature of the supervisor, indicating that he/she has reviewed it.

This evaluation took place on \_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator's Signature

\_\_\_\_\_  
Date Signed

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

\_\_\_\_\_  
Date Signed

# APPENDIX O – FORMATIVE LONG FORM – TEACHER-LIBRARIANS

CENTRAL KITSAP SCHOOL DISTRICT NO. 401

Silverdale, Washington

## TEACHER-LIBRARIANS FORMATIVE LONG FORM

Employee Name: \_\_\_\_\_ School: \_\_\_\_\_

Assignment: \_\_\_\_\_ Year: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Formal observations which in part led to this evaluation occurred on \_\_\_\_ and \_\_\_\_.

Post conferences were held on: \_\_\_\_ and \_\_\_\_.

CRITERIA	MEETS EXPECTATIONS	DOES NOT MEET EXPECTATIONS
1. Instructional Skill	<input type="checkbox"/>	<input type="checkbox"/>
2. Knowledge and Scholarship in Special Field	<input type="checkbox"/>	<input type="checkbox"/>
3. Library Management	<input type="checkbox"/>	<input type="checkbox"/>
4. Handling of Student Discipline and Attendant Problems	<input type="checkbox"/>	<input type="checkbox"/>
5. Interest in Assisting Pupils / Teachers	<input type="checkbox"/>	<input type="checkbox"/>
6. Effort toward Improvement When Required	<input type="checkbox"/>	<input type="checkbox"/>

It is my judgment, based upon adopted criteria, that this employee's overall performance has been satisfactory during the evaluation period.

The certificated employee's signature indicates that the employee has read and discussed the evaluation in a conference with the evaluator. The employee has the right of addendum; if such a statement is to be attached, check here . Such addendum must bear the signature of the supervisor, indicating that she/he has reviewed it.

\_\_\_\_\_  
Evaluator's  
Signature

\_\_\_\_\_  
Date Signed

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

\_\_\_\_\_  
Date Signed

**APPENDIX P – FORMATIVE LONG FORM - ESA/NON-CLASSROOM SPECIALISTS**

CENTRAL KITSAP SCHOOL DISTRICT NO. 401

Silverdale, Washington

**EDUCATIONAL STAFF ASSOCIATES**

**FORMATIVE LONG FORM – ESA**

Employee Name: \_\_\_\_\_ School: \_\_\_\_\_

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

Supervisor: \_\_\_\_\_

<u>CRITERIA</u>	<u>MEETS EXPECTATIONS</u>	<u>DOES NOT MEET EXPECTATIONS</u>
1. Interest in Assisting Pupils, Parents and School Personnel.	<input type="checkbox"/>	<input type="checkbox"/>
2. Knowledge of Subject Matter / Professional Preparation and Scholarship in Special Field.	<input type="checkbox"/>	<input type="checkbox"/>
3. Specialized Skills.	<input type="checkbox"/>	<input type="checkbox"/>
4. Management of Special and Technical Environment.	<input type="checkbox"/>	<input type="checkbox"/>
5. Effort toward Improvement When Required.	<input type="checkbox"/>	<input type="checkbox"/>

It is my judgment, based upon adopted criteria, that this employee’s overall performance has been \_\_\_\_\_ during the evaluation period.

The certificated employee’s signature indicates that the employee has read and discussed the evaluation in a conference with the evaluator. The employee has the right of addendum; if such a statement is to be attached, check here .

Such addendum must bear the signature of the supervisor, indicating that she/he has reviewed it.

Date of Evaluation Conference: \_\_\_\_\_

\_\_\_\_\_  
Evaluator’s Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Date Signed

## APPENDIX Q – CKEA COLLECTIVE BARGAINING AGREEMENT (CBA) WAIVER FORM

An Agreement waiver will be considered an addendum to the Collective Bargaining Agreement for the purpose of innovative and creative program implementation. Any arrangement or action that is contrary to the terms of the Collective Bargaining Agreement will require a CBA waiver (letter of agreement) which specifies the nature and duration of the waiver.

1. Prior to implementing any arrangement or action that is contrary to the terms of the Collective Bargaining Agreement, an Agreement waiver proposal must be submitted to the CKEA President, demonstrating written evidence that at least two-thirds (2/3) of the certificated employees affected by the waiver are in agreement. Only certificated employees specifically affected by the waiver are eligible to vote.
2. All proposals must include a brief rationale describing the purpose of the waiver and any impact the waiver might have on other programs, staff, and/or budgets.
3. After the form is completed and signed by two-thirds (2/3) of the affected employees, the proposal must be signed by the building administrator and building CKEA representative. Then, it is submitted to the CKEA President.
4. The CKEA President is responsible for submitting the proposal to the CKEA Executive Board for their approval. The approval process used by the Executive Board may include, but is not limited to, the following criteria:
  - a. Does this maintain the integrity of the Agreement?
  - b. Is it an innovative and creative program, or is it a matter of scheduling convenience?
  - c. Has the correct process been followed? (timelines, signatures, etc.)
  - d. What other alternatives have been explored?
  - e. Does this provide a fair and equitable solution?

(Note: CKEA Executive Board usually meets the second week of each month).

5. Upon approval of the Executive Board, the waiver is signed by the Association President and submitted to the Superintendent or his/her designee for final approval. Subsequently, a letter of agreement is written and signed by the Association President and the Superintendent or his/her designee.
6. After the letter of agreement has been signed, the Agreement waiver may be implemented for the period of one school year.
7. All Agreement waivers will be kept on file as follows: one (1) copy in the District Office, one (1) copy in the Association Office, and one (1) copy at the site that originated the waiver.



Agreement Provision to be Waived:

Article

Section

School year for proposed implementation:

Specify the change requested:

Rationale for waiver, including other alternatives explored:

Impact on other programs and/or budgets and how it will be addressed:

Impact on staff and/or working conditions and resultant compensation:

Groups significantly affected by this change:

Total number of certificated employees specifically affected by this change:

Number of affected employees who have agreed to this change:

(Please submit written evidence that two-thirds (2/3) have agreed.)

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

Building CKEA Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Building Administrator: \_\_\_\_\_ Date: \_\_\_\_\_

(To acknowledge awareness of request)

***Send completed form to CKEA President***

CKEA President: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent or her/his designee: \_\_\_\_\_ Date: \_\_\_\_\_

Rationale if disapproved:

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**Board of Directors**

Bruce Richards– President  
Jeanie Schulze – Vice President  
Drayton Jackson – Legislative Representative  
Eric Greene – Member  
Rob C. MacDermid – Member

**Superintendent**

Erin Prince, PhD

**Civil Rights Coordinator/Title IX Officer**

Jeanne Beckon, Assistant Superintendent of Human Resources  
(360) 662-1680

**Section 504 Coordinator**

Julie McKean, Executive Director of Special Services  
(360) 662-1066

**U.S. Department of Education, Office for Civil Rights, Region X**

Henry M. Jackson Federal Building  
Mail Code 10-9010  
915 Second Avenue  
Seattle, WA 98174-1099

**Central Kitsap School District**

9210 Silverdale Way NW  
Mailing Address: PO Box 8  
Silverdale, WA 98383-0008  
TEL (360) 662-1610  
FAX (360) 662-1611

The Central Kitsap School District complies with all applicable federal and state rules and regulations and does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability in its programs and activities, or employment related matters, and provides equal access to the Boy Scouts and other designated youth groups. The following employees are designated to handle questions and complaints of alleged discrimination in writing or by telephone: Assistant Superintendent of Human Resources, District Civil Rights/Title IX Compliance Coordinator, Jeanne Beckon (360) 662-1680; Executive Director of Special Services, Section 504 Coordinator for 28A.540 and 28A.642 RCW, Julie McKean, (360) 662-1066.

The Central Kitsap School District will also take steps to assure that national origin persons who lack English language skills can participate in all educational programs, services and activities. For information regarding interpretation and translation services or transitional bilingual education programs, contact Student Services in writing or by telephone: 1400 NE McWilliams Road, Bremerton, WA 98311, (360) 662-1734