COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CENTRAL KITSAP EDUCATION ASSOCIATION

AND

THE CENTRAL KITSAP SCHOOL DISTRICT

2013-2016

September 1, 2013
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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 shall cover employees assigned to newly created positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude the Superintendent, Executive Director of Human Resources, Executive Director of Business and Operations, Executive Director of Curriculum and Instruction, Director of Special Services, Assistant Director of Special Services, Director of Student Services, Director of Elementary Teaching and Learning, Director of Secondary Teaching and Learning, Director of Information Services and Educational Technology, Director of Career and Technical Education, principals, assistant principals, and casual substitute employees.

2. The term "Employee" and "Educational Employee" shall mean any certificated employee when used hereinafter in this Agreement and shall 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 shall 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 K, 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 shall 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 Section A, F, I, K, 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 shall be subject to, and consistent with, the terms and conditions of this Agreement.

2. Any individual employee contract hereinafter executed shall 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 shall be controlling.

3. A contract 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 shall require a contract 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, a contract 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 V) 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 principal 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 contract?
      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 meets the first week of each month.)
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 contract waiver may be implemented for the period of one school year.
g. All contract waivers shall 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 shall be binding on both parties, except that if any section or provision is substantially affected by changes in the law, or shall be contrary to law, then such sections or provisions shall not be applicable, performed or enforced. The remainder of this Agreement shall not be affected thereby, and the Employer and Association shall 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, shall 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, shall 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 shall 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 shall 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 on the Local Area Network (LAN). Annually, the Association President and Executive Director 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 shall be shared equally by the Association and Employer.

2. The style and format of printing this Agreement shall be agreed upon between the Association and the Employer.

SECTION F – INDIVIDUAL EMPLOYEE CONTRACTS

1. Individual Employee Contract - The Employer shall 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 (180) days shall receive additional compensation based on a 1/180 full per diem. For staff receiving an advanced degree stipend, 1/180 of their regular degree stipend will be added to their per diem.

3. Supplemental Contracts
   a. There shall be a Supplemental Contract for the specified co-curricular and supplemental assignments as herein provided.
   b. Assignments to co-curricular, special, and supplemental assignments shall be for one (1) year and shall be consistent with statutory provisions.
   c. In the event the Supplemental Contract is not re-issued for the following year, the employee shall 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 shall be set forth in Appendix D.
ARTICLE II – RIGHTS AND RESPONSIBILITIES

SECTION A – MANAGEMENT RIGHTS

1. The rights, powers, authority, and functions of management shall 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 shall 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 shall 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 shall interfere with the educational process.

6. The Association shall pay the PTA rate per page for copies. The rental schedule for District equipment shall 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 shall be released from their assignments without loss of pay or benefits, at the expense of the Association.
8. The Employer agrees to provide the Association the names of new employees at that time the employee signs his/her employment contract.

SECTION C – PERSONNEL FILES

1. Employees or former employees shall, 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. Such file shall be the official and only personnel file. Upon request, a copy of any documents contained therein shall 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 shall 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 shall 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 adversely against an employee shall be called to the attention of the employee within ten (10) work days after its receipt by the Employer, and the employee shall 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 of composition shall 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 shall 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, shall 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 affect to contract status shall be called to the attention of the employee within ten (10) working days. The employee shall have the right to attach his or her own written comments. All material shall be removed from the working file after two (2) years.

SECTION D – NON-DISCRIMINATION

1. Neither the Employer nor the Association shall 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 shall 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 shall be guaranteed to employees and no special limitations shall 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 shall 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

The employees shall be given an opportunity to provide input to the relevant departmental chairperson or building principal 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 Directors of Teaching and Learning and Executive Director 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 shall 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 shall occur within twenty (20) working days of the time that the supervisor should reasonably have known of the alleged infraction.

2. An employee shall 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 shall 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 shall be subject to the Grievance Procedure contained in this Agreement except that, all discharge, probationary proceedings, and non-renewal of employees shall 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 shall this section be interpreted to limit the Employer's right to control the agenda for the orientation of 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 shall 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 shall 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 shall be observed for the purpose of evaluation at least twice. Total observation time for each employee for each school year shall not be less than a documented sixty (60) minutes.

2. Evaluation Procedures
   a. All employees shall 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 shall include supportive information for the conclusions made by the evaluator.
   b. Evaluations shall 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 shall 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 shall be retained by the employee, and the original shall be placed in the employee's personnel file. The evaluation report shall bear the signature of both the employee and the evaluator. The signature of the employee does not, however, necessarily imply that the employee agrees with the content of the evaluation report.
   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 K-Q. Observation notes will be made available to the teacher.

3. Employee Rights
   a. No evaluation conference shall 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, shall 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 shall 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 shall 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, shall be responsible for the evaluation of employees assigned to that school building.

b. An employee not assigned to a specific school building shall be evaluated by his/her appropriate administrator.

c. An employee assigned to more than one (1) school building shall 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 Executive Directors of Secondary and Elementary Teaching and Learning may reassign the employee to another evaluator in the building.

e. No member of the bargaining unit shall 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 shall evaluate a teacher without having received training in these procedures and criteria.

g. New employees, within thirty (30) days of employment shall 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 shall 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 shall 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 shall 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 shall be observed for the purpose of evaluation at least twice. Total observation time per required evaluation shall 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 shall 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 shall 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 shall attempt to develop a mutually agreeable written plan designed to correct the recorded deficiencies. Any prepared plan shall 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 shall 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, shall 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 shall 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 shall 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 shall 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 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 shall 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 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 consecutive years of satisfactory experience in the Central Kitsap School District, if the two years immediately prior to employment with Central Kitsap were satisfactory. A deficiency is defined as an "N" marked on any one criteria 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 year. At the end of one 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 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 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 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, shall 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 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 Q)

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 shall 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 shall 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. Time line

      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 Q) conference completed by November 1.

      3) Mid-year meet 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 R) 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. **Time line**

   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 Q) conference completed by November 1.

   3) Mid-year, discuss progress made on professional growth plan.

   4) Complete two 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 shall be held within ten (10) working days following each observation.

   6) Sign completed Formative Evaluation Long Form (Appendix S-U) 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 shall 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 shall prepare and deliver a plan to the employee within ten (10) working days of the clarification conference. This plan shall 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 – IEP DEVELOPMENT/CONFERENCES

In an effort to assist special education employees in developing and completing Individual Education Plans and IEP conferences as required by current state and federal statutes, the District will grant each special education teacher, SLP and OT/PT a $700 stipend or seven (7) release days or a combination. The stipend/release days will be prorated based on employee FTE. Use of this stipend/release time will be at the discretion of the special education employee. In addition, Psychologists will be granted a $700 stipend to act as lead person in the evaluation/re-evaluation process. The Psychologist stipend will be prorated based on employee FTE.

Special Education teachers will be compensated at the rate of one (1) hour of curriculum pay for each completed IEP over 20. Speech/Language Pathologists will be compensated one half (.5) hour of curriculum pay for each completed IEP over 50. This pay will be prorated based on FTE Short-term IEPs and IEP amendments will not be eligible for this pay.

In order to assist in the communication among special services staff and between special services staff and regular education staff, there are designated meeting times for special services staff noted in Appendix A.

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

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 principal 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 least interruptions to the teaching process, the following guidelines will be set forth:

1. All visitors to a school shall 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 shall 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 shall not take place or it shall be terminated.

4. The purpose of all visits to a classroom shall be for observation only. Visits to a classroom during the school day shall not be a time for patron/teacher or patron/student conferences.

5. The maximum number of visitors at any one time to a classroom shall be determined by the building administration and the employee involved.

6. The employee shall 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 shall receive release time for parent/teacher conferences. Release time shall 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 conferences, all employees shall participate. Secondary teachers shall receive release time for parent/teacher conferences. Release time shall 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 weeks in which conferences are scheduled. Employees will provide copies of their conference schedules to their principals. An employee
and a principal can agree to further modify a schedule if special circumstances arise.

Half-day Kindergarten students will not attend school on the five conference days to allow kindergarten staff to conference with parents the entire day. Two substitute days per 1.0 FTE will be provided to help offset the negative effects of the lost planning time. This time will be spent by the kindergarten teacher on-site, visible to the students, taken on a prearranged open day, and used for the purpose of planning either for instruction or conferencing.

SECTION F – STUDENT TEACHERS

In those instances where the Employer shall decide to sponsor a student teacher program in the District, the following shall apply.

1. Every employee shall have the option to accept or decline a student teacher.

2. Every employee who accepts a student teacher shall be notified as soon as possible.

3. Every employee who accepts a student teacher shall receive the total compensation provided by the contracted university for the employee. The District shall notify employees of the amount of or lack of remuneration before assigning student teachers.

4. The supervising employee may recommend dismissal of a student teacher to the building principal and the college/university supervisor. Accompanying the recommendation for dismissal, the supervising employee shall provide a written explanation to the building principal, the college supervisor, and the student teacher involved.

5. The principal shall retain the right to approve or disapprove every assignment.

SECTION G – INFORMAL 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. In order for the administrator to give suggestions or criticisms regarding instruction, the observation must be a minimum of fifteen (15) continuous minutes in duration.

2. If the administrator writes any notes during the informal observation, a meeting shall be held between the employee and the administrator within
two (2) working days or at a time mutually agreed upon. At this meeting, the administrator shall provide the employee with a copy of the notes taken and discuss the informal observation with the employee. 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 shall be expected from all students in the District. Certificated personnel shall use reasonable and professional judgment to enforce discipline fairly and consistently.

2. Discipline shall 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 shall be subject to emergency expulsion pending resolution of the situation. The Employer shall 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 shall 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 readmittance to class, the Employer shall initiate parent contact and a conference where feasible to explain the reasons for the suspension and student behavior expectations.

4. The Employer shall 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 shall 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 student procedures. Follow-up meetings, if needed, will be scheduled with the mutual agreement of the building’s staff and administration.

SECTION I – PROFESSIONAL DEVELOPMENT
Each year the amount equivalent to the total cost of a substitute for one half (1/2) day per employee FTE will be distributed to sites for professional development. 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 professional development funds for certificated staff in categorical programs will be transferred from categorical budgets to school or department site budgets. Annually, after obtaining input from all affected staff, the shared decision-making team will determine the criteria and distribution model for these funds. Responsibility for distributing and managing these funds will rest with the Shared Decision-Making Team. Use of funds may include attending conferences or workshops, school visitations, professional meetings, and/or other appropriate professional development.

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 shall 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 shall 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. The DSDC composition and responsibilities are outlined below:
   a. The DSDC shall 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 shall serve as non-voting members. The DSDC shall 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, but will meet no less than once a month during the school year. If DSDC work exceeds the regular workday, they will be compensated at the District hourly rate, from the available Shared Decision-Making funds.

c. The DSDC will be a collection point for building guidelines. On-going responsibilities shall 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 shall 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 shall 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       20 to 1*
   - 1-2     22 to 1*
   - 3       23 to 1*
   - 4       24 to 1*
   - 5-6     26 to 1*

   For split classes, the lowest class size will apply.*

*Based on continuation of state funding.
2. Secondary class size shall 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 to 1. By the thirteenth (13) student day of each semester, in no case shall 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 Executive Director 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 31st student.

4. Secondary music teacher/student contact shall 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. Smaller specialized music classes may balance larger classes. When the teacher/student contact limit is exceeded by 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 to 1 ratio and provide adequate lab spaces to safely accommodate all students. In the event that is not possible, the principal 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 shall include Student Government, and any other situation by mutual agreement of the teacher and the principal.

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 to 1 ratio in any high school or junior high 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 to 1.

9. Elementary specialists (for example: music, physical education, and art) shall not be assigned more than nine (9) 30-minute 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 ADK through sixth grade teachers at that worksite. Sections beyond eighteen shall be compensated at:

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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 shall 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) shall 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: music, physical education, and art) will be paid for student overloads three times during the school year. The payments will be based on the last overload count day for November, February and May at the rate of $10.10 for each student in grades ADK-6 reported for overload for the regular classroom teacher. In the event that the
total overload exceeds 18 students, the rate of $14.70 will be paid for each student in grades ADK-6 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 combined total of the two (2) thirty minute classes (5th/6th grade band and/or orchestra) exceeds 70 students per school.

The overload number will be calculated from student enrollment on the last student day of the month. January overload will be determined by enrollment on the last day of first semester. 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 2 (two), 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 shall make every effort to place Special Education students on an equitable basis considering the handicap severity of students served, degree of itinerancy, and total student load.

The District will attempt to maintain a caseload of 20 students for each special education pre-school teacher with each session at 10 students or fewer. With the exception of PALS and the Hearing Impaired program, pre-school students will not attend school on Thursday. Pre-school teachers will spend two and a half hours (2.5) Thursday mornings supporting students in Head Start programs, providing parent education, completing Holly Ridge Transition IEPs and/or conducting home visits. In the event the caseload cannot be relieved in this manner, pre-school 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).

The overload will be calculated from student enrollment on the last student
day 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 caseload limit. Overload will be calculated for the months of September through June. June overload will be calculated on the May overload form.

Speech and Language Pathologists workloads shall be maintained at a District-wide average of fifty (50) students with IEPs per week. The District will provide a minimum of 45 hours 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 after discussion with and input from affected SLP staff.

In the event the workload of a Speech and Language Pathologist exceeds fifty (50) to one, overload compensation will be paid at the rate of $3.00 per day, per IEP over. The overload will be calculated from the IEP count on the last student day of the month. The amount of compensation will be determined by multiplying the number of service days in that month by the number of IEPs over the workload limit. Overload will be calculated for the months of September through June. June service days will be calculated on the May overload form.

The OT/PT leadperson will meet with the Director of Special Services by June 1st 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.) Occupational Therapists will be compensated one half (.5) hour of curriculum pay for each IEP completed over 40. This pay will be prorated based on FTE. Physical Therapists will be compensated one half (.5) hour of curriculum pay for each completed IEP over 25. This pay shall be prorated based on FTE. Quarterly meetings will be held between the Special Services Director and the leadperson to review the model to ensure any overload issues are dealt with in an equitable manner. In the event the overloads cannot be relieved in this manner, Occupational Therapists and Physical Therapists will be compensated for added responsibilities resulting from increased student enrollment. Physical Therapists will receive $3.00 per day for each student receiving direct services over 25 and Occupational Therapists will receive $3.00 per day for each student receiving direct services over 40.

Occupational Therapists will be reimbursed up to $150 for renewal of their state licensure, regardless of F.T.E. Physical Therapists will be reimbursed up to $75 for renewal of their state licensure, regardless of F.T.E.
The District will allocate funds to individual building teams (special education staff and building administration) based upon a formula which recognizes the number of student(s) and severity of individual disabilities. Before the end of each school year, the allocation formula and the projected number-types of students 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. Special Services will prepare and distribute a quarterly report comparing the current number and severity of enrolled students with the projected number and severity of students for review by building teams.

When the numbers and type of students at an elementary building have increased 15% beyond the initial allocation, a meeting will occur within ten (10) days with the Director of Special Services to discuss the need for additional resources. When the numbers and type of students in a secondary building have increased 5% beyond the initial allocation, a meeting will occur within ten (10) days with the Director of Special Services to discuss the need for additional resources.

At any time during the school year, a building team or itinerant group may submit a written request to the Director of Special Services for additional staffing/resources. This request should be based on a determination by the team that the special education need of the current group of students cannot be met with the existing level of special education staff. Special Services administration will respond to that written request within ten (10) school days.

If the building team or itinerant group disagrees with the decision of the Special Services administration, the team may request a Special Education review committee meeting.

The Special Education committee shall consist of the affected employee(s), the Special Education Director or administrative designee, the Executive Director of Human Resources, the principal, and two (2) Special Education staff members appointed by the Association.

The committee shall meet within seven (7) calendar days of the request, which should be made in writing to the Executive Director of Human Resources. The committee shall determine what problem exists and what options are available as solutions.

The review committee shall first attempt to resolve the matter by redistributing resources within the Special Education budget. Only when all of the committee agrees that the resources are not available within the Special Education budget to resolve the inequity will the District resources be considered by a committee made up of the Executive Director of Business and Operations, the Executive Director of Human Resources, and the CKEA
President.

12. For buildings with over 500 students, there will be a minimum of 2.0 FTE counselors assigned to each junior high school and 3.0 FTE counselors assigned to each high school.

*The equivalent of a .2 FTE counselor will be added to each building when the head count of the building reaches:

650 for elementary
1,000 for junior high
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 – MENTOR TEACHER

1. To promote the success of beginning teachers, the District will attempt to:
   a. Limit the number of preparations assigned to beginning teachers at the secondary level.
   b. Limit the number of low level classes assigned to beginning teachers at the secondary level.
   c. Avoid assigning split classes to beginning teachers at the elementary level.
   d. Limit the number of special education students assigned to beginning teachers.
   e. Assign beginning teachers within their endorsement areas.
   f. Provide lower class size, when possible, for beginning teachers.
   g. Provide lower IEP caseload, when possible, for beginning Special Education teachers.

2. The Mentor Teacher Program is funded by the State Teacher Assistance Program and is levy-funded. The Mentor Teacher Program is based on continuation of funds. Should the District choose to participate in the Teacher Assistance Program, the following guidelines for participation shall be in effect:
   a. Beginning teachers will be identified as soon as possible by the Executive Director of Human Resources. For purposes of interpreting this section of the contract, the beginning teacher shall be defined as a certificated teacher with fewer than 90 consecutive days of classroom teacher experience in either a public or private school in any grade, pre-kindergarten through 12, and who is employed by the District for 90 consecutive days or more to serve primarily as a classroom teacher.
b. Participation in the Beginning Teacher Assistance Program shall be mandatory.

c. **Mentor Teachers** - A mentor teacher will be assigned to every teacher new to the District. Mentor teachers may be from the same school as the new teacher, or in a similar job as the new teacher. Mentor teachers will receive a stipend to the extent possible given state funding. Mentor teachers must:
   1) Be a full time certificated staff member.
   2) Have at least one (1) year of full time contract experience in the Central Kitsap School District.
   3) Have no noted deficiencies in their evaluations for the previous year and prior two (2) years, if applicable.
   4) Be willing to assist the new teacher throughout the year.

d. Selection of mentor teacher shall be made not later than October 1 by the building principal and a representative appointed by the Association, with input from the beginning teacher.

e. New teachers may request a new mentor teacher if needed by notifying the District mentor and building principal.

f. Mentor teacher and new teacher partnerships will be forwarded to the Human Resources Executive Director, CKEA President and District Mentor.

g. Employees participating in the mentor teacher program will be contacted in the fall by the District mentor teacher. The district mentor will hold quarterly meetings. In order to meet the specific needs of the ESA staff, alternative meetings may be held.

h. Mentor teachers and beginning teachers participating in the Beginning Teacher Assistance Program will be paid according to the guidelines provided by the Office of the Superintendent of Public Instruction (OSPI).

i. Neither the mentor teacher nor the beginning teacher shall in any way participate in or contribute to the District’s performance evaluation of the other.

j. All teachers new to the District, but not qualified under paragraph A, may choose to participate in a mentor program. Participants will be provided with a mentor using guidelines outlined in paragraphs B-F.

k. Release time or approved professional resources commensurate with state funding will be granted to each mentor and new teacher for peer coaching, observation, conferencing, planning, curriculum and assessment strategies. Release time or approved professional resources will be prorated for teams who are paired after November 1st due to late hiring. New teachers eligible for BTAP who are not funded by the state are eligible to participate in the program in paragraphs G-H.

**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 supplemental 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.

Any employee pursuing or renewing National Board certification shall be allowed up to two (2) release days.
ARTICLE V – EMPLOYEE RESPONSIBILITIES

SECTION A – LENGTH OF WORKDAY

1. Employees shall 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 shall 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 shall 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 because of inclement weather, the District shall notify the radio stations in the area 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 shall be one hundred eighty (180) days in total.

SECTION C – SECONDARY SCHEDULE PREPARATION

1. Secondary employees shall 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 principal. This would be applicable to Social Studies, Language Arts, Reading, Math, Science, and P.E. Employees teaching integrated courses such as Core, World Cultures, FIT, American Studies, and Humanities shall not be assigned preparations outside the subject fields of the integrated course, except by mutual consent of the teacher and principal. 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 180-82-110, “Exceptions to Classroom Teacher Assignment Policy”.
3. No secondary employee shall be required to teach more than five (5) class periods per day.

SECTION D – REPORT CARDS

1. All elementary employees shall have nine (9) full working days at the end of the 1st and 2nd trimester, and three (3) full working days beyond the last student day to prepare student report cards. There will be a 9-day report card window each trimester prior to grades being due. During this window, no administrator-directed meetings, except for emergencies, will be held during the 7.5 hour contract day. 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 shall 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 shall have six (6) full working days after the end of the 1st, 2nd, and 3rd quarters to prepare student grades. All secondary employees shall have three (3) full days after the end of 4th quarter 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 7-12 shall
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 (ADK-6) employees directly involved in classroom instruction
in grades ADK-6 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 shall not exceed forty (40) minutes a month. In addition,
all elementary (ADK-6) employees directly involved in classroom instruction
shall 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 shall 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 shall be continuous and
uninterrupted, except by mutual agreement between the principal and the
employee or in cases of emergency.

5. Non-classroom K-12 employees, i.e.; media specialists, 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, physical education, or library educators; 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 shall 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 principal 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

   a. Employees shall be assigned in accordance with the regulations of the State Board of Education and this Agreement. Employees shall 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 shall 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 Executive Director of Human Resources and CKEA President will notify staff by email when the staff seniority list is posted on the District Intranet.
   d. All vacancies and new positions occurring between October 31 and August 14 shall 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 and qualifications 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 shall 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 principals and the
Executive Director 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 per diem 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 shall make such request in writing to the building principal. 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 a principal 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, per diem rate, at the teacher’s discretion for preparation. Any elementary teacher whose reassignment is made unilaterally by the principal and constitutes at least a two grade change in the teacher’s teaching assignment shall be allowed up to two (2) paid days, per diem 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 April 1 and June 1 will notify the Executive Director of Human Resources of their interest, in writing, by submitting a Request for Transfer form (Appendix H) by April 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. After this date employees may apply for positions as they open. Notification of non-acceptance, including the reasons thereof, will be delivered to the employee if the employee requests said notification in writing.
   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 principal. 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-6 staff.

c. The principal/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 per diem rate for planning.

e. The District's determined need for an involuntary transfer shall 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 on line application process. Employees with a chit must indicate their involuntary transfer status on the Request for Transfer form (Appendix H). Employees with a chit shall 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 shall: (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 Executive Director 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 shall not be subject to Article V, Section G.4.B-F, but shall 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 per diem rate.

c. No employee shall 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 shall 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 shall not exceed one percent (1%) of the certificated staff in the current school year and shall be comparable to the current assignments of the affected employees. Such transfers shall not be subject to Article V, Section G.4.B-F, but shall be subject to the following procedures:

a. Prior to the implementation of such an involuntary transfer, the District, the Association and affected will meet 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 per diem rate for planning content prior to the arrival of students.

c. The employer’s determination of need for an involuntary transfer shall 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 though the Voluntary Transfer Process (Section 3) or for newly posted positions through the online application process. Employees with a chit shall 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 shall be granted an interview.

f. When vacancies or new positions occur during the school year, qualified employees shall be considered for a voluntary transfer to the vacant positions, provided, however, if such employees are transferred to those positions the subsequent vacancies shall 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 shall 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 1st shall be granted.

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

4. A release from contract shall 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 shall provide physical assistance in transporting instructional supplies and materials for the affected employee.
2. Any employee required to move to a new site shall 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 classroom set-up.

4. Any Psychologist, Speech Language Pathologist, Occupational Therapist, or Physical Therapist that is required to move to a different site shall 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 shall 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 principal or program administrator.

7. Any elementary employee who is assigned to a split class shall be allowed up to four (4) paid days, per diem rate, at the employee’s discretion for preparation. Additionally each split class will receive a half hour of paraeducator support during the student day.
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 principal 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 days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (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 school District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current per diem compensation of the employee for each four (4) full days 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 principal/director 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 to care for a newborn child must be taken within one year of the birth. Sick leave used 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 shall 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 shall be granted, upon request, a leave of absence without pay for the subsequent school year.

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

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

SECTION B – SICK LEAVE SHARING

An employee who has an accumulated sick leave balance of more than twenty-two (22) days, pursuant to Section A.2 above, may request the Executive Director of Human Resources/CKEA President to transfer a specified amount of sick leave to another employee authorized to receive leave. Such transfer request must be made in writing. An employee must maintain a minimum balance of twenty-two (22) days. Such a transfer of leave days must be made for the benefit of a designated employee.

In order to be eligible to receive donated leave under this program the "receiving" employee "must":

1. Suffer from an illness, injury or condition which is of an extraordinary or severe nature which has caused, or is likely to cause the employee to go on leave without pay status or to terminate employment with the District.
2. Have justified use of such a program, i.e., verified by a physician.
3. Have depleted or will shortly deplete his/her sick leave use.
4. Have been found ineligible for benefits under Chapter 51.32 RCW (workers compensation).

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

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 "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 shall be fully compensated at the employee’s normal rate of pay, and the third and fourth days shall be compensated at the differential pay rate, provided that the employee gives seventy-two (72) hours prior notice 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 principal or supervisor is required and a substitute(s) must be available.

2. An employee may choose to carry over up to two fully compensated days yearly. The days carried over may be added to the two current paid days, but in no case shall 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. In extenuating circumstances, the fourteen-day requirement may be waived by a Human Resources Administrator.
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 or two 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 per diem rate for up to three personal leave days not used by the end of the school year. Such payment will be made in the July 31 paycheck.

5. Employees may choose to share up to two (2) days of personal leave per year with another employee.

SECTION E – SABBATICAL LEAVE

1. The purpose of the Sabbatical Leave program in the District is to encourage employees to engage in programs of professional improvement by offering them a stipend to help meet a part of the financial outlay involved in advanced study or study travel.

2. The employee's Sabbatical Leave activity is identified as a leave for study or study travel purposes involving enrollment in a university or college program, preferably at a post-graduate level, or consistent with the individual's professional improvement.

3. Eligibility for Sabbatical Leave shall be determined by the following criteria:
   a. At least five (5) years of full-time contract service in the District as a certificated employee. Three (3) consecutive years of full-time contract service immediately prior to the Sabbatical Leave.
   b. The total number of Sabbatical Leaves that may be granted in one (1) year shall not exceed one percent (1%) of the total number of certificated employees.
   c. Applicants may wish to plan a sabbatical leave for a future date. In order for the employee to plan financially for this opportunity, an employee may apply for approval of a sabbatical leave up to three (3) years in advance.
   d. Applications must be submitted by April 1, of each year (see Appendix I). Applicants will be notified in writing by April 30 of the disposition of their request for Sabbatical Leave. At the time of such notification, the letter granting the leave must state requirements for returning to employment. In all cases, final selection shall be approved by the Superintendent.
   e. A joint committee will make a recommendation for sabbatical leave(s) to the Executive Director/Human Resources.
4. The terms of the Sabbatical Leave shall be as follows:
   a. The stipend for employees granted Sabbatical Leave pursuant to policies of the District, shall be fifty percent (50%) of the employee's contracted salary for the period during which the Sabbatical Leave is taken. The stipend for the one (1) full pay Sabbatical Leave shall be one-hundred percent (100%) of the employee's contracted salary for the period during which the Sabbatical Leave is taken.
   b. The amount received from supplementary scholarship grant shall not affect the amount of the District's Sabbatical Leave stipend.
   c. An employee on Sabbatical Leave may engage in employment other than that associated with his/her pursuance of an advanced degree or additional college work (e.g., teaching fellowships, teaching assistantships, etc.) without a reduction in the Sabbatical Leave stipend, provided that the Superintendent or his/her designee approves the employment plans.
   d. The employee agrees to return to the District for one (1) year of employment following Sabbatical Leave. The employee must provide the District with written notice no later than April 1st affirming commitment to return to employment. The District will provide the employee with notification of receipt of intent to return. Failure to return to the District or provide written notice by April 1st of intent to return will cause return of the entire amount of Sabbatical Leave stipend to the District. In case of disability which would force retirement from gainful employment, or death, this obligation would be canceled.
   e. Employees returning from Sabbatical Leave shall normally be returned to the same position. If a change of position is requested by the employee, if the position has become non-existent, or if it is necessary to fill the position with a tenured staff member with more seniority (as determined by placement on the salary schedule), the employee shall return to a comparable position.
   f. The Employer agrees to maintain the seniority and salary schedule rights of the employee during the period of Sabbatical Leave and other benefits applicable to his/her contractual position.
   g. Employees shall not be eligible to apply for another Sabbatical Leave until five (5) years of contract service have elapsed after the former Sabbatical Leave, unless the Sabbatical Leave was for less than a full academic year.
   h. At the time the Sabbatical Leave is granted, an agreement containing the applicant's approved plan and the Sabbatical Leave policy shall be signed by both parties. (See Appendix J).

SECTION F – ADVANCED STUDY
A leave of absence for advanced study may be granted and all benefits accrued up to the time of taking such leave shall be retained.

SECTION G – REGULAR LEAVE OF ABSENCE

A regular leave of absence for one (1) year without pay shall be granted to one percent (1%) of the employees if such percentage desires. The regular leave of absence percentage shall be exclusive of those leaves of absence incorporated in the other leave policies. The certificated employee who is 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, tenure, 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 shall submit a written request for a leave of absence on or before April 1 of the year preceding the proposed leave. The employee's written request shall contain the purpose and plan for the requested leave. The Superintendent shall notify the employee in writing of acceptance or rejection by May 1 of the year 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 March 1st 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 per diem 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 employees. A second year of leave of absence may be granted by the District.

SECTION H – 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 normal pay. The employee shall make every reasonable effort to arrange for his/her military duty during non-contracted days.
SECTION I – JURY DUTY, SUBPOENA, AND TESTIMONY LEAVE

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

SECTION J – ASSOCIATION OFFICER LEAVE

Leave without pay shall be granted, when required, to any Association member who shall have been elected or appointed to a position in the National Education Association, Washington Education Association, or a local Association so affiliated. The employee shall notify the Superintendent of the need for leave upon verification of her/his election or appointment to that position. Leave shall 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 shall 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 shall retain all seniority and tenure.

1. For the duration of this Agreement, the Central Kitsap Education Association President shall 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 K – 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. 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 L – PUBLIC OFFICE LEAVE

Employees shall 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 shall 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 shall retain all seniority, tenure, benefits, and increment credit.

SECTION M – 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 shall 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 shall be selected by the local Association. The District shall 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 VI, Section A, Salary Provisions, 3.A - J. 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.
   b. It is the intent of the parties to provide the maximum salary allowable by the state as determined by the OSPI rules and regulations. The parties will meet no later than December 15 to review available OSPI data concerning the District’s salary allocation and to assure that maximum dollars have been accurately applied to the salary schedule.
   c. In the event that the District is under State compliance, the District shall automatically provide an upward adjustment to achieve maximum compliance allowed by the State. The District agrees to provide the Association with all relevant salary data as well as all data corrections before they are submitted to OSPI.

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. Effective November 1st, 1992, employees without Master's degrees will no longer advance beyond the BA + 105 column, except those vocational teachers who meet the definition of non-degreed as per current state statute. Effective November 1st, 1993, employees may not use soft credits to advance across the salary schedule.
   b. Teaching experience (as recognized by the State allocation model) will be given full salary experience credit on the salary schedule. An employee must submit verification of experience to the Executive Director of Human Resources within ninety (90) calendar days of the
hire date for use in computing salary. No further adjustments will be made.

Beginning with the 1990-91 school year, all employees working less than 180 days or less than a .8 FTE will be given salary experience credit in tenths of a year, as reported to the state for funding salaries.

c. Experience credit for military service or Peace Corps service rendered prior to employment in the District, up to the maximum allowed by law shall 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.

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

f. Credits for advancement on the salary schedule shall be granted in accordance with current state statute. Credits earned by certificated instructional staff after September 1, 1995 shall be counted only if the content of the course(s):

1) Is consistent with a school-based plan for improving student learning developed under student learning improvement block grant for school in which the individual is assigned,

2) Is pertinent to the individual’s current assignment or expected assignment for the following school year,

3) Is necessary for obtaining an endorsement as prescribed by the State Board of Education,

4) Is specifically required for obtaining advanced levels of certification, or

5) Is included in a college or university degree program that pertains to the individual’s current assignment or potential future assignment as a certificated instructional staff of the District, where the potential of the future assignment is agreed upon by the school district and the individual.

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

7) 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 shall 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 therapist, 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 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 shall 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. Employees who replace a regular employee for twenty (20) consecutive days or longer shall be paid according to their placement on the Employee’s Salary Schedule based upon training and experience retroactive to the eleventh (11th) day.

j. Employee's Salary Schedule are available at the CKEA Office and Human Resources Office.

k. Coordinators' Salary Schedule (See Appendix B).

l. Counselors’, Media Specialists’, Vocational Employees’ and Miscellaneous Salary Schedule (See Appendix C).

m. Co-Curricular Salary Schedule (See Appendix D).

n. District restructuring efforts necessitate increased flexibility in the definition of secondary department chairpersons and/or leadpersons. Every secondary employee shall be represented by a secondary leadperson.

Employees engaged in common curricular effort, who choose to establish themselves as a curricular unit may do so with the consent of the SDT based upon building mission and curricular goals. A designated leadperson will be chosen by the curricular unit and then approved/disapproved by the building principal.

Speech Language Pathologist; OT/PT; Pre-School; 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 Director of Special Services.

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

<table>
<thead>
<tr>
<th>Salary</th>
<th>Release Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-5.0 FTE</td>
<td>5% of base or 35 hrs./year</td>
</tr>
<tr>
<td>5.1-10 FTE</td>
<td>6% of base or 50 hrs./year</td>
</tr>
</tbody>
</table>
o. Vocational Certificated Teachers:
   1) All vocational teachers must meet the current certification requirement of the State of Washington.
   2) Upon initial employment, vocational education 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 Vocational Certificate, not to exceed the sixth step, or per current state statute.

p. Non-degreed Vocational Teachers:
   1) Certificated instructional employees who hold a valid vocational 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 vocational 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 nondegree vocational employee who earns 135 credits as a result of this process will be placed at the BA +135 column on the local schedule or at the MA +0 for the state salary schedule.
      c) Nondegree vocational 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 shall be paid in twelve (12) equal pay periods. Checks shall 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 shall be paid at the next regular pay period if the funds are available.

SECTION C – INSURANCE BENEFITS

Based on the state allocated amount, the District will pool all insurance benefits generated by total employee FTEs. The District will add to the pool one percent
(1%) above the state’s retiree insurance subsidy. All of the above benefits will be prorated based on the employee’s FTE.

Married employees of the District who are both District employees have the option of combining their available benefit dollars in order to jointly enroll in a single medical plan.

A joint standing insurance committee will be composed of representatives from all employee groups and appropriate central office administrators. The committee will review insurance programs offered by the District, the premium schedules, and make recommendations for changes to the Superintendent/designee and the presidents of the employee groups.

In June of each year, the Superintendent and Association President will mutually agree to a pooling amount for September and October of the following year based on a recommendation of the insurance committee. The committee should consider mitigating circumstances, e.g. increase of state benefit dollars and increases in the cost of health care plans, in making the recommendation.

SECTION D – PAYROLL DEDUCTIONS

Upon appropriate written authorization from an employee, the Employer shall 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 network and through the payroll office.

SECTION E – SUMMER SCHOOL

1. Qualified employees shall be given first consideration for any assignments to the summer school programs.

2. Compensation for summer teaching is set forth in the Employee's Salary Schedule.

SECTION F – EMPLOYEE TRAVEL REIMBURSEMENT

1. All employees using their private automobile on school business shall be reimbursed at a rate equal to that used for the per mile reimbursement for
State employees. The rate shall 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, shall 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 for review by the Executive Director 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 per diem 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 elementary building will receive an additional .01 per diem stipend 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 and/or advising students preparing for the Advanced Placement exam, shall be granted one (1) day of release time for every three (3) students, up to ten (10) days, to be used for the completion of professional duties as determined by the employee. Advanced Placement instructors/advisors shall be compensated current substitute rate for each day earned but unused by the last working day of the school year. Such payment shall be made in the June 30 paycheck.

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 – LONGEVITY STIPEND

Employees will receive a longevity stipend, in a lump sum, on the July payroll. The stipend for employees in years four (4) and five (5) will be .1. The stipend for employees in years six (6) through fifteen (15) will be .325. The stipend for
employees in years sixteen (16) will be .55. The stipend for employees who qualify for step sixteen (16) of MA+90 or step sixteen (16) of the state allocation model (SAM) will be 1.055.

SECTION K – 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 $30.00 per period. Elementary substitution will be paid at $150.00 per day or $30.00 per hour for a portion of the day. Staff substitution will be documented on a time card. 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 $150.00 per day or $30.00 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 shall 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 shall 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 shall 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. Representation Fees. No member of the bargaining unit will be required to join the Association; however, those employees who are not Association members, but are members of the bargaining unit, will be required to pay a representation fee to the Association. The amount of the representation fee will be determined by the Association, and transmitted to the Business Office in writing. The representation fee shall be an amount less than the regular dues for the Association membership in that non-members shall be neither required nor allowed to make a political (PULSE or NEAPAC) deduction. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.

In the event that the representation fee is regarded by an employee as a violation of his/her right to non-association, such bonafide objections will be resolved according to the provisions of RCW 41.59.100, or the Public Employment Relations Commission.

3. 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 shall not be
responsible for any unauthorized deductions made at the District's fault. It is understood that the Association shall 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.

4. **Grandfather Clause.** Any returning employee who is not a member of the Association on July 15, 1986 shall be exempted from application of this Representation Fees Article.

**SECTION C – DEDUCTION PROCESSING**

The Association shall submit a copy of each signed authorization form to the Employer for processing. The amount of the annual dues deductions shall be made known by the Association to the Employer by September 15. The deduction authorized shall 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 shall 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 only to employees in the bargaining unit covered by this Agreement. "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/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 shall be:

1. The funds available for the implementation of the educational program or service, subject to audit by the Association. The audit shall 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, secondary course tallies, and the needs of students toward graduation for the upcoming school year.

3. The course/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 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 shall 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 shall 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 shall 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-6), of all employees who qualify for each subject on the secondary level, and of all employees who qualify to teach in special education. As used in the preceding paragraph, the term "qualify" shall mean those persons who satisfy the requirements for a position in accordance with this section prior to the application of the length of service factor.

Every employee will, in accordance with the criteria below, be considered for retention in the category or specialty 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 shall consist of psychologists, counselors, media specialists, speech therapists, physical and occupational therapists, audiometrists, coordinators, and curriculum specialists.
   b. Certification - Possession of an appropriate, valid Washington State Certificate for the particular position must be held.
   c. Length of Service - The positions shall be filled by those employees currently employed in the District as supportive employees or teachers with the greatest length of service as an employee based on the criteria in footnote #2.
      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 shall 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 shall 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 have at least eight (8) quarter hours credit in any combination of the following fields: elementary, reading, elementary language arts, children's literature, or methods of teaching at the elementary level. Additionally, the person must have at least one (1) college-level course in at least three (3) of the following six (6) areas: elementary mathematics, elementary science, elementary social studies, elementary arts, elementary music, or elementary health, and physical education.

a) Elementary Grades (K-6) - To qualify for a position in the elementary grades (K-6), a person must have taught successfully in the elementary grades for at least one (1) year.

b) P.E. and 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 P.E. or Music at the elementary level shall qualify for elementary positions consistent with their certification.

c) Elementary Media Specialists who have a valid Washington State Certificate for elementary teaching positions and who have at least four (4) years elementary library experience shall qualify for elementary positions consistent with their certification.

The requirement of college preparation shall be waived for any employee who has taught successfully in a primary or intermediate position for a majority of his/her teaching time during the current school year. Previous successful elementary experience of three (3) or more years shall constitute a waiver of college preparation.

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 shall 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 shall constitute a waiver of college preparation.

3) Special Education - Teachers of handicapped must qualify under criteria (a) or (b) above in that their preparation must show specific training for instruction of the handicapped. Such training shall 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.

d. **Experience in the Position** - When more than one (1) person qualifies for a particular position under the above criteria, the position shall 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 shall 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 shall 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) shall 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 shall be used. The term "vacancy" shall be liberally construed and shall include all positions that may become available for any reasons. All employees remaining in the employment pool shall be considered as applicants for all vacancies and all vacancies shall be filled according to the above criteria. Employment notification shall be made by certified mail. An employee shall notify the Human Resources Office in writing of his/her current mailing address.

1. Failure to respond to an offer of a position within seven (7) calendar days of receipt 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 shall 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 shall be provided with a copy of the list, which includes the above information.

An employee may, in writing and within five (5) 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 shall do so in writing and provide the individual and the Association with copies thereof. Any further appeal of placement shall be pursuant to the grievance procedure of this Agreement.

FOOTNOTE #1

Position - Shall refer to the contract offered to an individual which shall 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 shall be made by the Employer. Assignments shall 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 shall mean an individual, group of individuals, and/or the Association.

3. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration.

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 shall 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 shall 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, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s), Association representative and the Superintendent. The immediate supervisor shall answer the grievance in writing within five (5) working days of receiving the grievance. The answer shall include the reasons upon which the decision was based. The immediate supervisor shall 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 shall arrange
for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within seven (7) working days of the receipt of the Step 2 appeal. The purpose of this meeting shall be to effect a resolution to the grievance.

c. The Superintendent or his/her designated representative shall 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 shall 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 shall be the function of the arbitrator and he/she shall 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 shall hold a hearing within twenty (20) working days of his/her appointment. Ten (10) working days notice shall 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 shall be final and binding upon the Employer, the Association and the grievant(s).

4. **Jurisdiction of Arbitrator**
   
   a. The arbitrator shall have no power to add to, subtract from, disregard or modify the terms and provisions of this Agreement.

   b. The arbitrator shall have no power or authority to make any decision, which requires the commission of an act prohibited by law.

   c. The arbitrator shall 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 shall 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 shall 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 shall 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 shall include the specific factual basis for such claim in the Statement of Grievance.

SECTION E – COSTS

The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.
ARTICLE XI – DURATION, PAST PRACTICE AND ATTEST

SECTION A – DURATION

This Agreement shall become effective upon final Board ratification and shall remain in force and effect until August 31, 2016. Negotiations for 2016-2017 shall begin no later than May 1, 2016. The parties shall 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, 2016, the parties will mutually request mediation assistance from FMCS.

Salary, fringe benefits, and any legislative changes will be open for negotiations yearly. In addition, Appendix D, Co-Curricular Schedule, and Article IV, Section E, Parent Teacher Conferences, will be open in the spring of 2014.

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:

<table>
<thead>
<tr>
<th>For the Association</th>
<th>District Negotiations Team</th>
<th>For the Board of Directors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cheryl Brown</td>
<td>Jeanne Becker</td>
<td></td>
</tr>
<tr>
<td>Pat B. Hunt</td>
<td>Scott Eady</td>
<td></td>
</tr>
<tr>
<td>Ronald B. Anderson</td>
<td>Peggy Ellis</td>
<td></td>
</tr>
<tr>
<td>Kristin Nicholson</td>
<td>Kevin Coleman</td>
<td></td>
</tr>
<tr>
<td>Suzanne A. Rich</td>
<td>Franklye McKenzie</td>
<td></td>
</tr>
</tbody>
</table>

this 29 day of August, 2013 in Silverdale, Washington.
APPENDIX A – SCHOOL CALENDAR

SCHOOL CALENDAR

1. Unless there is an emergency closure, Spring Break shall begin on Monday and terminate on Friday.

2. Employees shall receive two (2) weeks of unpaid winter vacation with the vacation beginning at least two (2) calendar days before December 25th.

3. The District will distribute the school calendar by June 1st. There shall 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.


The Central Kitsap School District and the CKEA recognize that the State of Washington does not fully fund basic education and the District is not receiving adequate state funding for these services. Therefore the Professional Responsibility Stipend compensates employees for the time necessary to complete education duties beyond the workday or 180-day calendar year to ensure students meet rigorous standards of performance. The stipend will be offered in two sections. The first section of the stipend will be for District/Building activities. The second section will be for individual and/or small group activities.

The District will offer 28.25 hours of per diem pay for District/Building activities. Included in this amount are three (3) required days before the start of the school year, two (2) hours of required time at the discretion of the building administrator, and 3.75 hours for a required half day for District/Building activities. Employees, regardless of F.T.E, will be eligible for the full amount of hours specified in this section.

The District will offer 109 hours of per diem pay for individual and/or small group activities. These activities may be worked on or off site. The activities include, but are not limited to, preparing classrooms before school starts, preparing for second semester students, preparing student assessments/reports and to make the curriculum changes necessary to implement state education reform, curriculum planning, family communication, IEP meetings, and collegial planning. Part-time employees will be paid a prorated portion of the hours in this section based on their F.T.E.

5. Fifteen (15) per diem hours may be earned as curriculum verified time (CVT). These activities will be determined by mutual agreement between the
administrator, the Curriculum Department, and the building staff to be of value to the building's goals and identified needs. One (1) hour of this time will be for district-wide training.

6. 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 1st and 2nd trimester and two (2) consecutive early release days near the end of the 3rd trimester for grading.
   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. Principals 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.

7. 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 shall be defined as employees hired after the new staff day of the preceding year. This day shall be paid at the individual's per diem rate. Employees shall have access to this day one time only.

8. 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 shall be paid at the individual's per diem rate.
9. 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.

10. 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.
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 Executive Director for Curriculum and Instruction, 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.

**Alternative School Coordinators**

In addition, a coordinator will be appointed for each alternative school, 0.06 FTE for New Frontiers, 0.06 for East Alternative High School, 0.04 for Online, 0.05 for Off Campus and 0.2 FTE for West Alternative High School.
APPENDIX C – COUNSELORS, MEDIA SPECIALISTS, AND MISC. SALARY SCHEDULE

COUNSELORS, MEDIA SPECIALISTS, AND MISC. SALARY SCHEDULE

<table>
<thead>
<tr>
<th>Position</th>
<th>Number of Additional Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Athletic Directors</td>
<td>twelve (12)</td>
</tr>
<tr>
<td>Off Campus</td>
<td>ten (10)</td>
</tr>
<tr>
<td>Media Specialist</td>
<td>four (4)</td>
</tr>
<tr>
<td>High School Counselor</td>
<td>twenty (20)</td>
</tr>
<tr>
<td>Junior High Counselor</td>
<td>ten (10)</td>
</tr>
<tr>
<td>Career Technical Education</td>
<td>Varies with responsibilities including Summer Conference, enrollment Department Advisory Committee, Directors Council, COE, and other assignments (280 days)</td>
</tr>
<tr>
<td>Alternative School</td>
<td>ten (10)</td>
</tr>
<tr>
<td>Psychologist</td>
<td>fifteen (15)</td>
</tr>
<tr>
<td>Learning Specialist</td>
<td>five (5)</td>
</tr>
</tbody>
</table>

Payment for these days shall be from the levy.
APPENDIX D – CO-CURRICULAR SALARY SCHEDULE

CO-CURRICULAR SALARY SCHEDULE

These activities are dependent on special levy and vocational funding and shall 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 first step of the BA column of the Employee’s Salary Schedule.

I. Non-Athletic Schedule

<table>
<thead>
<tr>
<th>Position</th>
<th>Elementary</th>
<th>H.S.</th>
<th>J.H.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Band</td>
<td>.015 per school</td>
<td>.180</td>
<td>.093</td>
</tr>
<tr>
<td>Jazz Band</td>
<td>.015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vocal</td>
<td>.124</td>
<td>.074</td>
<td></td>
</tr>
<tr>
<td>Yearbook</td>
<td>.074</td>
<td>.046</td>
<td></td>
</tr>
<tr>
<td>Paper</td>
<td>.074</td>
<td>.034</td>
<td></td>
</tr>
<tr>
<td>Drama (per major drama production)</td>
<td>(max 3 perf)</td>
<td>(max 2 perf)</td>
<td></td>
</tr>
<tr>
<td>Debate (min ten competitions H.S.)</td>
<td>.074</td>
<td>.037</td>
<td></td>
</tr>
<tr>
<td>Assistant Debate</td>
<td>.037</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Class Advisor</td>
<td>.037</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Junior Class Advisor</td>
<td>.037</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Honor Society</td>
<td>.037</td>
<td></td>
<td></td>
</tr>
<tr>
<td>History Day</td>
<td>.046</td>
<td>.046</td>
<td></td>
</tr>
<tr>
<td>Athletic Director</td>
<td>.22</td>
<td>.084</td>
<td></td>
</tr>
<tr>
<td>Orchestra</td>
<td>.015 per school</td>
<td>.124</td>
<td>.074</td>
</tr>
<tr>
<td>ASB Advisor</td>
<td>.056</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Activities Coordinator</td>
<td>.065</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

II. Vocational Education

<table>
<thead>
<tr>
<th>Position³</th>
<th>H.S.</th>
<th>J.H.</th>
</tr>
</thead>
<tbody>
<tr>
<td>VICA</td>
<td>.0654</td>
<td>-----</td>
</tr>
<tr>
<td>FBLA</td>
<td>.0654</td>
<td>-----</td>
</tr>
<tr>
<td>FCCLA</td>
<td>.0654</td>
<td>.056</td>
</tr>
<tr>
<td>DECA</td>
<td>.0654</td>
<td>-----</td>
</tr>
</tbody>
</table>

¹Plus one period per day

²This stipend will be offered as four (4) separate seasonal stipends (.02, .02, .02, .024). The stipends are for fall (.02), winter 1 (.02), winter 2 (.02) and spring (.024). The stipend is for supervision of after-school contests. An athletic director will not receive the stipend during any season in which he/she is coaching.

³Stipends paid with federal dollars may be changed by mutual agreement between the coordinator and the Executive Director charged with overseeing the program. The Executive Director of Human Resources and CKEA President will be apprised of any changes before contracts are issued or altered.

⁴The payment of a full stipend is dependent on student affiliation with the parent state and national organizations of DECA, FBLA, FCCLA, TSA and VICA. 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.
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
APPENDIX E

Form B
Step 1

Distribution of Form by Originator
1. Association Representative
2. Immediate Supervisor
3. Association President
4. Grievant

DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR

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

I. Aggrieved Person ___________________________ Date of Formal Presentation ______

School _______________ School Principal/Immediate Supervisor ____________

DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR AND REASONS THEREFORE:

Date of Decision ______________

Signature of School Principal
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 ______________
Appendix E

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 Date of Hearing
   Received by Superintendent _________ Held by Superintendent ________

Decision of Superintendent and Reasons Therefor:

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
APPENDIX E
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 F – INVENTORY OF PERSONNEL FILE

INVENTORY OF PERSONNEL FILE

(Identify by item, date of item, and signature, if any.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Date of Item</th>
<th>Signature, if any</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

On the date indicated hereon, I reviewed the contents of my personnel file maintained by the District. The contents of the personnel file as described and noted herein above are a true and accurate record of the contents.

Dated this _____ day of ________________, 20____.

___________________________________  ____________________________________
Signature of Employee                  Signature of Witness

Superintendent or Designee
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:

a. 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.

b. The problem cannot be one of minor importance or mere inconvenience, but must be serious.

c. Application for consideration for Emergency Leave must be made to the principal/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 principal / 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.

Principal’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 200–200**

(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 April 1 deadline. We will work hard 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.**

<table>
<thead>
<tr>
<th>Print Name:</th>
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<table>
<thead>
<tr>
<th>Current Location:</th>
<th>Current Assignment:</th>
</tr>
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<tbody>
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<table>
<thead>
<tr>
<th>Certificate *K-8, K-12, or Standard Elem / Sec):</th>
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<thead>
<tr>
<th>Endorsement(s):</th>
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<table>
<thead>
<tr>
<th>Major:</th>
<th>Minor:</th>
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I have an unused involuntary transfer status “chit(s)”.

<table>
<thead>
<tr>
<th>Transferred from</th>
<th>to</th>
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- Request must be specific to preferred buildings and preferred assignments:

<table>
<thead>
<tr>
<th>Building Requested</th>
<th>Teaching Assignment Requested</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

1st

2nd

3rd

4th

5th

---

Employee Signature  
Date

You might want to provide additional information to the principal/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

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

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

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

- Describe why you are asking for a transfer.

- Describe your ideal teaching situation.

- Other information you would like to be considered.

See the Collective Bargaining Agreement for full transfer information.
APPENDIX I – SABBATICAL LEAVE APPLICATION FORM
CENTRAL KITSAP SCHOOL DISTRICT NO. 401
Silverdale, Washington
SABBATICAL LEAVE APPLICATION FORM

Application for Sabbatical Leave must be made by April 1 to the Human Resources Office.

DISTRIBUTION OF FORM BY ORIGINATOR:
1. Executive Director of Human Resources
2. Sabbatical Leave Committee
3. Association President
4. Employee

Name of Applicant: ____________________________ Date Filed: _____________

Building: ____________________________ Present Position: ________________

DURATION:
I hereby apply for a Sabbatical Leave for: ___ a semester ___ a full year

___50% pay  ___100% pay

I wish my leave to begin on:

PURPOSE: The purpose of the leave is:

PROPOSED PLAN: My proposed Sabbatical Leave plan is as follows: (please add proposed plan as an attachment)

________________________________________________________

Applicant's Signature

___ If sabbatical request is disapproved, I wish to request leave without pay:

___ For a semester ___ For the entire school year.

DISPOSITION OF SABBATICAL LEAVE COMMITTEE:

Approved: ___ Disapproved: ___

Rationale:

DISPOSITION BY SUPERINTENDENT:

Approved: ___ Disapproved: ___

Rationale:
Sabbatical Leave Agreement Form

1. The CENTRAL KITSAP SCHOOL DISTRICT NO. 401, Kitsap County (party of the first part), and

2. __________________________(party of the second part) hereby agree to abide by all provisions of the attached Sabbatical Leave plan and Sabbatical Leave Policy for the contract year

______ to _______.

Date       Date

The attached Sabbatical Leave Plan may be amended if conditions warrant by mutual agreement of the parties to this Agreement.

AGREED:  1. __________________________________________
         Superintendent Signature/Date
         Central Kitsap School District No. 401

2. __________________________________________
   Employee Signature/Date

Street Address

City/State/Zip Code

Home Phone and Message Phone
APPENDIX N – 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

<table>
<thead>
<tr>
<th>Name of Employee:</th>
<th>School:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Assignment:</th>
<th>Date of Observation:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Observation Began:</th>
<th>Observation Ended:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Pre-evaluation Conference</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
<td>n:</td>
</tr>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Post-evaluation Conference</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
<td>n:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Y-Yes</th>
<th>A-Area for Growth</th>
<th>N-Needs plan for Improvement</th>
<th>X-Not Observed / not applicable</th>
</tr>
</thead>
</table>

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. |

**C. Instructional Skill Planning**

<p>| C. Instructional Skill Planning                                                              | 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. |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>C. Instructional Skill Instruction</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Evaluates and selects from available materials to meet varied student needs and abilities.</td>
</tr>
<tr>
<td>1.</td>
<td>Clearly states instructional objectives to students.</td>
</tr>
<tr>
<td>2.</td>
<td>Provides explanations and directions that are clear, concise, and consistent with stated objectives, and checks for ongoing student understanding of the directions.</td>
</tr>
<tr>
<td>3.</td>
<td>Motivates students to attend to daily lessons and utilizes strategies that actively engage students in learning.</td>
</tr>
<tr>
<td>4.</td>
<td>Organizes and instructs to maximize student time on task.</td>
</tr>
<tr>
<td>5.</td>
<td>Exhibits a sense of pacing that is suitable for the activity and the class.</td>
</tr>
<tr>
<td>7.</td>
<td>Checks for student understanding and modifies instructional plan as needed.</td>
</tr>
<tr>
<td>8.</td>
<td>Uses aligned assessment tools to monitor student learning.</td>
</tr>
<tr>
<td>9.</td>
<td>Uses a clear, reasonable, and fair grading system, which complies with District policy and maintains a continuous record of student progress.</td>
</tr>
</tbody>
</table>

Handling of Student Discipline to Enhance Student Learning

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Clearly and consistently communicates and enforces class rules and expectations.</td>
</tr>
<tr>
<td>2.</td>
<td>Shows consistency and fairness to all students.</td>
</tr>
<tr>
<td>3.</td>
<td>Utilizes positive and negative consequences as appropriate.</td>
</tr>
</tbody>
</table>
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.

**E. Interest in Teaching/Professional Conduct**

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.


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.

**F. Professional Preparation and Scholarship**

1. Demonstrates appropriate oral and written communication skills.

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.
APPENDIX O – MEDIA SPECIALIST EMPLOYEE EVALUATION

CENTRAL KITSAP SCHOOL DISTRICT NO. 401
Silverdale, Washington

SUMMATIVE MEDIA SPECIALIST
EVALUATION REPORT FORM

YEAR (please check): ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ beyond

Name of Employee: ____________________________ School: ____________________________
Assignmen__________ Date of Observation: ____________________________
t: ____________________________ Observation: ____________________________
Observation Began: ____________________________ Ended: ____________________________
Pre-evaluation Conference Date: ____________________________ Duration: ________________
Post-evaluation Conference Date: ____________________________ Duration: ________________

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

<table>
<thead>
<tr>
<th>Y</th>
<th>Yes</th>
<th>S</th>
<th>Some evidence</th>
<th>N</th>
<th>Needs attention</th>
<th>X</th>
<th>Not Observed / not applicable</th>
</tr>
</thead>
</table>


## A. INSTRUCTIONAL SKILL

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>1.</td>
<td>Applies the principles of learning to teaching.</td>
</tr>
<tr>
<td>2.</td>
<td>Establishes immediate and long-range plans consistent with the selected objectives.</td>
</tr>
<tr>
<td>3.</td>
<td>Prepares effective lessons to meet objectives.</td>
</tr>
<tr>
<td>4.</td>
<td>Utilizes teaching techniques which are consistent with the selected objectives.</td>
</tr>
<tr>
<td>5.</td>
<td>Considers abilities and performance levels of students in planning and conducting lessons.</td>
</tr>
<tr>
<td>6.</td>
<td>Presentation is paced by student progress.</td>
</tr>
<tr>
<td>7.</td>
<td>Gives explanations and directions that are appropriate to the desired objectives.</td>
</tr>
<tr>
<td>8.</td>
<td>Encourages active student participation.</td>
</tr>
<tr>
<td>9.</td>
<td>Makes reasonable and appropriate assignments.</td>
</tr>
<tr>
<td>10.</td>
<td>Plans for and implements continuing evaluation in lessons and units, using the results to improve the program.</td>
</tr>
<tr>
<td>11.</td>
<td>Assists other staff in meeting curriculum objectives.</td>
</tr>
<tr>
<td>12.</td>
<td>Integrates library programs goals to that of other curricula.</td>
</tr>
</tbody>
</table>

## B. KNOWLEDGE OF AND SCHOLARSHIP IN SPECIAL FIELD

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Possesses and maintains competence in subject matter.</td>
</tr>
<tr>
<td>2.</td>
<td>Exhibits theoretical background and knowledge of the principles and methods of teaching.</td>
</tr>
<tr>
<td>3.</td>
<td>Demonstrates competence in selection and use of print media.</td>
</tr>
</tbody>
</table>
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.

### C. LIBRARY MANAGEMENT

| 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. |

### D. HANDLING OF STUDENT DISCIPLINE

| 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. |

### E. INTEREST IN ASSISTING PUPILS / TEACHERS

| 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.

<table>
<thead>
<tr>
<th>F. EFFORT TOWARD IMPROVEMENT WHEN REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Implements suggestions for improvement.</td>
</tr>
<tr>
<td>2. Responds appropriately to recommendations included in periodic evaluations.</td>
</tr>
</tbody>
</table>

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 P – 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: ___________________________ Ended: ___________________________
Pre-evaluation Conference Date: ___________________________ Duration: ___________________________
Post-evaluation Conference Date: ___________________________ Duration: ___________________________

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

<table>
<thead>
<tr>
<th>Y - Yes</th>
<th>S – Some Evidence</th>
<th>N - Needs Attention</th>
<th>X - Not Observed / Not Applicable</th>
</tr>
</thead>
</table>

OBSERVATIONS / COMMENTS  CONCLUSION DRAWN

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

<p>| - | 1. | Consults with ESA staff, school personnel, and parents concerning the development coordination of services to those needing specialized programs. |</p>
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<tbody>
<tr>
<td></td>
<td>2. Demonstrates understanding of the individual needs of students.</td>
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<tr>
<td></td>
<td>3. Plans and develops appropriate programs to serve the preventative and developmental needs of students.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Develops rapport with students.</td>
<td></td>
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<tr>
<td></td>
<td>5. Interprets characteristics and needs of students to parents and staff in group and individual settings.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6. Creates an environment which provides privacy and protects student and family information.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>7. Deals appropriately and professionally with students, staff, and parents.</td>
<td></td>
</tr>
</tbody>
</table>

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

<p>| | | |</p>
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<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. Demonstrates understanding of the basic principles of human growth and development.</td>
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<tr>
<td></td>
<td>2. Demonstrates the ability and knowledge to make appropriate referrals.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Demonstrates knowledge and skills to develop specific program of services.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Keeps current in his / her discipline.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. Uses correct oral and written English.</td>
<td></td>
</tr>
</tbody>
</table>

**C. Specialized Skills**

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<thead>
<tr>
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<tbody>
<tr>
<td></td>
<td>1. Develops goals and objectives to facilitate the implementation of program and services.</td>
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</tr>
<tr>
<td></td>
<td>2. Conducts a program providing specific services within his / her discipline.</td>
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<tr>
<td></td>
<td>3. Demonstrates ability to synthesize and integrate testing and non-testing data.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. Assists teachers and administrators with interpreting and integrating specific student information into the regular classroom program.</td>
<td></td>
</tr>
</tbody>
</table>
D. Management of Special and Technical Environment

<table>
<thead>
<tr>
<th></th>
<th>1. Selects and recommends testing and non-testing materials and equipment appropriate to student needs.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. Responds in an appropriate manner to the needs of special students.</td>
</tr>
<tr>
<td></td>
<td>3. Demonstrates awareness of the law as it relates to area of specialization.</td>
</tr>
</tbody>
</table>

E. Effort Toward Improvement When Required

<table>
<thead>
<tr>
<th></th>
<th>1. Implements suggestions for improvement.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2. Responds appropriately to recommendations included in periodic evaluations.</td>
</tr>
</tbody>
</table>

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 Q – 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.
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 S – 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

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

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 T – FORMATIVE LONG FORM – MEDIA SPECIALIST
CENTRAL KITSAP SCHOOL DISTRICT NO. 401
Silverdale, Washington

MEDIA SPECIALISTS 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 .

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>MEETS EXPECTATIONS</th>
<th>DOES NOT MEET EXPECTATIONS</th>
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<tr>
<td>6. Effort toward Improvement When Required</td>
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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
Employee Name: ____________________________ School: ____________________________

Assignment: ____________________________

 Supervisor: ____________________________

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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: ____________________________

101
APPENDIX V – CKEA CONTRACT WAIVER FORM

CKEA CONTRACT WAIVER FORM

A contract 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 shall require a contract 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, a contract 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.

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 (2/3) two-thirds of the affected employees, the proposal must be signed by the building principal 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 contract?
   B. Is it an innovative and creative program, or is it a matter of scheduling convenience?
   C. Has the correct process been followed? (Time lines, Signatures, etc.)
   D. What other alternatives have been explored?
   E. Does this provide a fair and equitable solution?

(Note: CKEA Executive Board meets the first 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 contract waiver may be implemented for the period of one school year.

7. All contract waivers shall 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.

Contractual 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 have agreed.)

Building: _______________________________ Date:
Building CKEA Representative:

Building Principal/Administrator:

Send completed form to CKEA President

CKEA President: ___________________________ Date:
Superintendent or her/his designee: __________________ Date:

Rationale if disapproved:
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