

**WORKING AGREEMENT**  
**BETWEEN**  
**BREMERTON SCHOOL DISTRICT 100-C**  
**AND**  
**WEST SOUND TECHNICAL SKILLS CENTER EDUCATION ASSOCIATION**

**SEPTEMBER 1, 2009 through AUGUST 31, 2011**



**WEST SOUND TECHNICAL SKILLS CENTER**

**Vision Statement**

***Our graduates: Highly-skilled, motivated and in demand by employers and higher education***

***West Sound Tech: Widely acclaimed for its staff, programs and commitment to students and community***

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## **PREAMBLE**

In accordance with the Educational Employee Relations Act, RCW 41.59, this document constitutes an agreement between the Bremerton School District, responsible for personnel matters for the Skills Center as outlined in the West Sound Technical Skills Center Inter-district Cooperative Agreement, and the certificated employees represented by the West Sound Technical Center Education Association. In this agreement, the Bremerton School District will be referred to as the "Employer" and the West Sound Technical Skills Center Education Association will be referred to as the "Association."

## **ARTICLE I. ADMINISTRATION**

### ***Section A: Recognition***

Pursuant to RCW 41.59, the Employer hereby recognizes the Association as the sole and exclusive bargaining representative for all non-supervisory and/or non-administrative certificated employees by the Employer who are under written contract or authorized leave.

### ***Section B: 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, or shall be contrary to the law, then such section or provision shall not be applicable, performed or enforced, except to the extent permitted by law. The remainder of this Agreement shall not be affected thereby and the Employer and the Association may enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for the specific section(s) or provision(s).

### ***Section C: Distribution of Agreement***

Within a reasonable period following the ratification and signing of this Agreement, the Employer shall print and distribute to all employees copies of this Agreement. Five (5) extra copies shall be provided to the Association. All employees new to the Skills Center shall be provided a copy of the Agreement by the Employer upon issuance of their individual contracts and said Agreement shall be made available at the Employer's Personnel Office to all applicants for employee positions. The Employer shall make available this Agreement or successor agreement at the Skills Center office for each employee.

## ***Section D: Individual Employee Contracts***

### 1. Issuance of Individual Employee Contracts

The Association and the Employer will attempt to complete negotiation of each year's successor Working Agreement prior to the ending of the student school year. The Employer will attempt to issue individual employee contracts before the end of the previous school year. Employees will sign their individual contracts within ten (10) calendar days of issuance. If an employee has signed a contract with the District, the employee shall request release from the District before signing a contract with a different school district. Requests by employees for release from contract for the following school year will be considered by the District in light of its ability to obtain a suitable replacement and the reasons given by the employee requesting release from contract.

### 2. Extended Contract

Any employee contracted for days in addition to the number of work days provided for in Article IV of this Agreement shall receive additional compensation at a per diem rate computed by dividing the employee's regular contracted salary by the number of work days provided for in Article IV, Section B: Length of Work Year.

The Employer specifically reserves the right to control the amount of offering and the number of days of each such contract each year as it determines the need for such contract. The Skills Center Director shall recommend additional days to the Employer based on program needs.

## **ARTICLE II. AGENCY SHOP**

### ***Section A: Acceptance of Employment Conditions***

The Employer agrees that, as a condition of employment in the West Sound Technical Skills Center, any and all certificated employee(s) not specifically excluded from the bargaining unit represented by the Association shall agree, within ten (10) calendar days of their employment, to either join the Association or pay as representation fee an amount equivalent to membership dues and fees of the Association (including the Washington Education Association and National Education Association dues and fees). Provision is made herein this Article for payment of the representation fee to a charitable organization as based on bona fide religious tenets or teachings of a church or religious group of which said employee is a member.

### ***Section B: Association Dues***

On or before August 25 of each school year, the Association shall give written notice to the Employer of:

1. the dollar amount of dues and assessments of the Association including the Washington Education Association and the National Education Association, which dues and assessments are to be deducted in the coming school year under payroll deduction, and/or
2. the name of the charitable organization.

The total for these deductions shall not be subject to change during the school year. The Employer agrees to deduct and distribute said dues upon receipt of an assignment of wages form. The deductions authorized above shall be made in twelve (12) equal amounts from each pay warrant beginning with the pay periods in September and continuing through the pay period in August of each year. An employee who commences employment after September 1 shall have his/her dues/representation fees prorated and deducted in equal amounts for each month the employee is employed during the period of September to August, inclusive. The Employer agrees to promptly remit directly to the Washington Education Association all monies so deducted, accompanied by a list of employees from whose wages the deductions have been made. A duplicate list shall be promptly provided the Association as receipt for said transaction. On or before the monthly pay period, the Employer shall notify the Association of any changes in said list due to employees entering or leaving employment of Skills Center.

### ***Section C: Charitable Organization Deductions***

Any employee claiming a bona fide religious objection shall notify the Association and the Employer of such objections, in writing, within ten (10) days of commencement of employment.

### ***Section D: Termination***

In the event an employee is terminated or leaves paid employment of the Skills Center between September 1 and June 30 of any school year within the duration of this Agreement, the Employer shall deduct monthly dues through the employee's final month of active employment.

## **ARTICLE III. RIGHTS AND RESPONSIBILITIES**

### ***Section A. No Strike-Lockout***

The parties agree to the principle that differences shall be resolved by communications and negotiations without interruption of the school program. The parties agree that there shall be no strikes, sympathy strikes, work stoppages or other contracted refusal to perform work during the life of this Agreement. The parties further agree that there shall be no lockouts for the life of this Agreement.

### ***Section B: Rights of Employees in Bargaining Unit***

All employees shall have the right to freely organize, join and support the Association and the right not to do so in accordance with law.

### ***Section C: Due Process/Discipline***

1. No employee shall be disciplined by warning, reprimands, or suspensions with pay without just cause.
2. If a parent, student or other third party makes a written or verbal complaint or transmits other derogatory correspondence to the District against an employee, prior to any disciplinary action or use in an evaluation, the District will investigate and substantiate the allegation. Such investigation shall at least include the following:
  - a. notify the employee of the nature of the complaint;
  - b. give the employee the opportunity to respond with their explanation, including but not limited to information from witnesses whose testimony will also be considered;
  - c. allow the employee to have an Association representative present, upon request, at all meetings with the employee.

If the District decides that the matter can be best resolved between the employee and the third party, the District will encourage the third party to discuss the matter with the employee for possible resolution.

3. Discharge, non-renewal and adverse affect shall be controlled solely by statutes and not by this Agreement.

### ***Section D: Staff Protection***

1. Payment of deductibles: The Employer shall pay two hundred seventy-five (\$275) dollars or the deductible amount of the employee's insurance policy, whichever is less, for damage to an employee's automobile when used in performance of assigned duties. Parking in District parking lots while performing school duties shall be covered under this provision.

The Employer shall pay one hundred (\$100) dollars or actual replacement costs, whichever is less, for other stolen or damage personal property used in the performance of assigned duties. Such property shall be registered with the Director of Finance and Operations in order for it to be eligible for reimbursement.

2. Liability Insurance: The Employer, provides liability insurance and agrees to maintain such for the duration of this Agreement.
3. Personal Property Insurance: The Employer, provides personal property insurance and agrees to maintain such for the duration of this Agreement.
4. Certificated staff members shall be able to use reasonable professional judgment to protect themselves, fellow employees, students, and District property from damage.
5. Every certificated staff member shall have immediate access to a telephone, working intercom, or walkie-talkie to request assistance in an emergency.
6. Safe Working Conditions. Each building staff shall develop procedures and discuss those procedures at the beginning of the school year regarding students with disabilities (which interfere with a major life activity), students whose negative behaviors impact the educational process, and students whose families evidence behaviors that may impact the educational process. Such procedures shall cover both identification and intervention strategies. The definition of a disability shall include, but not be limited to, special education students. The building administrator or other appropriate staff member will notify each certificated staff member of any student/family who is covered by those procedures, as soon as the information is available. The certificated staff

member will also notify the building administration or other appropriate staff member of students who may need such intervention strategies and shall cooperate in the development and implementation of such strategies.

### ***Section E: Personnel Files***

1. Location: Personnel files are maintained exclusively in the Employer's Personnel Office. This shall not limit the right of the Center's administrators to maintain a working file for the purpose of evaluations.
2. Access: Any employee may review his/her personnel file at any time the Employer's Personnel Office is open. Personnel employment files (including the administrator's working file) are open only to the employee, his/her authorized agent, the administrator, the Superintendent, and the Employer's Director of Personnel or their agents.
3. Employee Statements - Any employee may file a signed statement in his/her behalf related to any information filed in his/her personnel file and such statement shall become a part of the employee's personnel file.
4. Public Records Request - If a public request is made for documents contained in an employee personnel or investigation file, the employee shall be sent notice to their address currently listed with the District, five (5) days prior to the release of documents.

### ***Section F: Administrative Internship Programs***

Requests for administrative internship programs shall be submitted to the Superintendent, in writing, at least thirty (30) calendar days prior to the commencement of the requested internship program. Eligibility for internship programs shall include the following requirements:

1. Five (5) or more years' experience in the District, unless waived by the District.
2. Agreement to perform a program mutually designed by the employee and the Superintendent or his/her designee.
3. Continued responsibility for performing normal duties of the employee except as agreed above.
4. Demonstrated qualifications.

The number, if any, of internship programs granted by the Employer shall be discretionary with the Employer.

### ***Section G: Reduction In Force***

The necessity for, and the extent of staff reductions will be determined by the Employer upon the recommendation of the Administrative Council of Superintendents.

All employees reduced in hours or employees who are RIF'd will be placed in a re-employment pool for up to sixteen (16) months after the date of the letter of Reduction in Force. Such employees shall fill any vacancy in the same subject matter in which they were hired in the year RIF'd or when hours were reduced if they are still qualified and if the vacancy does not conflict with the employee's current schedule.

### ***Section H: Open Observation***

No mechanical or electronic devices shall be used in any classroom to listen to or record the procedures of any class, except by permission of the employee.

### ***Section I: Head Teacher***

1. Prior to the Director's recommendation of a Head Teacher to the Superintendent and Board of Directors, the Director shall meet with the WSTSCEA Executive Committee to discuss the Association's recommendation for Head Teacher.
2. Head Teacher will be appointed and assigned as deemed necessary at the Skills Center in order to:
  - a. Identify the building administrator in the event of the prolonged absence of the Director and Assistant Director;
  - b. To maintain continuity of supervision.
3. The Head Teacher will be paid a stipend of \$500.

### ***Section J: Building Budget Proposals***

The Association shall have access to available financial data regarding the Skills Center annual budget at any time upon request. Prior to June 1 of each year, the Association Executive Committee shall meet with the Director to submit and review recommendations before the final budget is submitted to the Superintendent.

The Employer and the Association jointly recognize that the Employer retains the exclusive rights to:

- a. Hire, discipline, evaluate, discharge and non-renew employees;
- b. Assign, reassign, transfer and lay off employees;
- c. Determine the appropriate use of the Skills Center facilities, property and material;
- d. Implement evaluation criteria and procedures as negotiated pursuant to RCW 41.59.

The foregoing enumeration of the rights, powers and authority of the Employer shall not be considered to exclude other rights, powers and authority not specifically set forth herein; and the enumerations set forth herein shall not describe the quality, nature and characteristics of rights, powers and authority not specifically set forth herein. The rights, powers and authority and functions of management shall remain exclusively vested in the Employer and its Board of Directors except as specifically and expressly limited by the provisions of this Agreement.

## **ARTICLE IV. EMPLOYEE RESPONSIBILITY**

### ***Section A: Length of Work Day***

1. The length of the employee's instructional work day shall be seven and one-half (7.5) hours which shall include preparation time, instructional time, WAC time, and lunch time.
2. Daily preparation time for classroom teachers shall be scheduled for at least a weekly average of forty-five (45) minutes per day. A duty-free lunch time of thirty (30) minutes per day shall be also provided. No more than ten (10) mandatory staff meetings per year will be held during planning time, unless otherwise agreed by the building Shared Decision Making process.
3. Less than full-time employees shall have their work day determined by the Director.
4. Additional assignments such as evening or weekend classes, or summer session shall first be made available to incumbent instructors prior to being advertised outside of the Skills Center.

### ***Section B: Length of Work Year***

1. The instructional work year shall be 182 days as long as the state continues to fund employee salaries on a 182-day base. Two (2) of these days shall be non-student days and used as Learning Improvement Days. These days must be used for activities related to improving student learning consistent with state law and the requirements for receipt of the state's budget appropriation for these days. One of these days shall be District-directed, and one (1) of these days shall be individual directed. If the state no longer funds these two (2) extra days as a part of a 182-day base salary, each employee base contract shall revert to the number of days and salary amount so funded for these days.
2. For the duration of this agreement there shall be five (5) per diem supplemental staff days to be allocated as follows:
  - (a) District Preparation Day: One (1) day mandatory attendance, district directed, scheduled to occur on a weekday during the ten (10) business days before school.

- (b) Teacher Optional Day: Three (3) days optional attendance, individual directed, individual scheduled. One additional day may be granted for work associated with differentiated instruction requirements.
  - (c) There shall be one (1) additional per diem supplemental staff day mandatory attendance, district directed with input gathered through a shared decision making process for the professional development of the staff.
4. Activities on optional days (subsection 2(b) above) must be supportive of the employee's instructional program within the classroom or the support personnel's certificated responsibilities, as verified by the employee's immediate supervisor. Examples of such service activities will include but not be limited to:
- (a) Preparation of instructional materials;
  - (b) Participation in instructional related District committees;
  - (c) Professional conferences, workshops or classes;
  - (d) Grade level/Department/Team meetings;
  - (e) Curriculum development.

Prior approval is not needed for activities within the five (5) categories listed above. The employee must receive prior approval from the immediate supervisor for performance of services that do not fall within the categories listed above. Optional day services must be performed on non-contractual work time and reported in minimum blocks of one-half (1/2) day units.

5. Employees may not use paid leaves on supplemental days. Employees may not use personal leave on Learning Improvement Days.

### ***Section C: Calendar***

The Association and district shall collaborate in establishing the calendar for the school year. This process shall be completed as near to June 1 as possible. The Association shall have the opportunity for input, if practical, for rescheduling of days during the school calendar year.

Six (6) early release days shall be provided annually for grading purposes. The six (6) early release days shall be as follows: end of first quarter (1), end of first trimester (1), end of semester (1), end of third quarter (1), end of second trimester (1) and end of year (1).

### ***Section D: Additional Mandatory Events***

If the skill center schedules a second open house outside of the school day, employees will be paid at the curriculum rate of \$26.00/hour.

## **ARTICLE V. LEAVES**

### ***Section A: Adoption Leave***

An employee receiving a child through legal adoption shall be granted, upon request, up to four (4) days leave with pay which may be used for the following:

1. Travel to obtain child;
2. A required observation with child;
3. Court and legal procedure to finalize adoption.

Said employee, upon request, may also be granted a Leave of Absence Without Pay in accordance with Article V, Section H, of this Agreement.

### ***Section B: Civic Responsibility Leave***

#### 1. Jury Duty

Jury Duty is a civic responsibility. If summoned, the Bremerton School District will pay the difference between the employee's salary and the pay received while on jury duty. This section applies to both the regular school year and summer school.

- a. When an employee receives a summons to serve on jury duty and is required to serve, the employee is required to present a copy of the summons to his/her immediate supervisor, who forwards the copy to Payroll.
- b. On days the employee serves on jury duty, the employee will turn in a leave slip marked "Jury Duty" and will attach the "Juror Certificate of Attendance." The certification from the clerk of the court indicates the dates the employee served and the daily rate of pay.
- c. The employee will receive the normal rate of pay while serving on jury duty. However, any monies received from the court, with the exception of mileage reimbursement, will be deducted from the employee's next paycheck, on a tax-deferred basis.

#### 2. Subpoena

When a subpoena or summons is received by an employee requiring an appearance in court as a witness, or for testimony on behalf of the Employer regarding an on-the-job incident, the personnel procedures described above for jury duty shall apply. If any witness fees are paid, that amount shall be deducted from the employee's regular pay. The Employer may limit the number of employees absent on civic responsibility leave to five (5) on any school day except under special circumstances as determined by the Superintendent and the President of the Association.

### ***Section C: Personal Leave***

An employee, upon request, may be granted personal leave not to exceed two (2) days per school year. The employee shall notify employee's immediate supervisor as far in advance as possible of each absence on personal leave. Requests for personal leave will be processed in order of time of receipt of the requests, and may be denied if a substitute is not available for employment. For employees employed less than the full school year, the number of days will be granted on a prorated basis.

When notification is less than twenty-four (24) hours in advance of absence, and in the event that a half-day substitute is not available, a full day's personal leave must be taken. Personal leave shall not be requested for absences less than one-half (1/2) day in duration.

The following provisions shall govern the granting of personal leave:

1. Personal leave will be granted on a first-come, first-served basis by the filing of a leave form with the employee's supervisor. No more than two (2) staff will be granted personal leave per day. In the event of special circumstances or an emergency condition, the employee shall have the right of appeal to the Director of Personnel for determination of appropriate leave status. No personal leave shall be available to any employee during any work stoppage or strike by any group of employees against the District.
2. At the end of each school year, employees may trade unused days for the current substitute rate and/or roll over two (2) unused days to the following year and accumulate a maximum of four (4). The District shall notify employees of their unused leave balances in June of each year and present a form for employees to make this selection by July 1.

### ***Section D: Professional Leave***

1. The Employer recognizes the rapidly expanding demands placed upon employees and the need, therefore, for continuous upgrading of training in order to provide the most effective instruction and services to students. Accordingly,

within limitations of the budget, the Employer will provide released time and financial reimbursement for employees' attendance at conventions, institutes, workshops and other meetings designed to accomplish the foregoing purposes. Professional leave shall be granted for:

- a. Training, as defined in this Section, is any activity that would improve employee skills in order to provide more effective instruction and services to students.
- b. Absences from primary assignments to conduct supplemental assignments.
- c. Absences from local assignment to participate in activities which coordinate statewide, ESD-wide, county-wide, or District-wide programs. This would include District delegates/representatives to the Washington State School Directors Association, Washington Association of School Administrators, the Washington Education Association or other similar organizational meetings or conferences.

2. Administration of Professional Leave

The Superintendent or his/her designee(s) shall administer all professional leave.

3. Travel Expenses

All employees who travel in their personal vehicle on school business will be reimbursed at the current IRS reimbursement rate.

The administrator's approval for such District travel will be included on the employee's reimbursement claim form.

The District agrees that the District's automobile insurance coverage shall extend to employee's automobile(s) while used in approved District travel as defined in this Section of the Agreement, provided that the employee maintains at least the minimum automobile liability insurance required by law.

Advancement of funds may be granted for overnight trips outside the local area approved by the Board of Directors and/or the Superintendent. Application forms for Request for Travel Funds may be obtained from the Office of Finance and Operations. Special rules and regulations are set forth on the application forms.

## **Section E: Sick Leave**

1. *During each year of employment, an employee shall be granted twelve (12) days of sick leave in advance. Absences on sick leave shall be without loss of pay. Sick leave shall be cumulative. Employee(s) hired after the first day of September shall be granted sick leave at the rate of one (1) day per calendar month from date of hire through August 31, in advance.*

2. *Employee, as used in this sick leave Section, means a full time equivalent employee (1.0 FTE). Part-time employees shall receive sick leave benefits prorated to their FTE status.*

3. *The following provisions shall govern the granting of sick leave:*

a. *Illness in excess of five (5) consecutive days must be verified by a written statement of physician filed with the Personnel Office.*

4. *Upon employee request, the Employer shall credit accumulated sick leave for credit with the Washington State Teachers' Retirement System.*

5. *The Employer shall provide sick leave "cash-out" benefits by Board policy.*

6. *Up to three (3) days of leave under this section may be used for emergency purposes. Situations for which emergency leave are used must be an emergency, and an emergency situation of an unforeseen nature, suddenly precipitated and necessitating the employee's absence during the work day and must be of such a nature that preplanning and rescheduling could not eliminated the need for such leave during the employee's work day. The Employer will comply with the Family Leave Act.*

7. The Employer may request a doctor's verification of an employee's ability to work at any time a pattern of conduct or condition indicates the need for such medical assessment. If a specific medical professional is chosen by the Employer, the cost of such assessment shall be paid by the Employer.
8. Any certificated employee may transfer accrued sick leave above 176 hours to another employee who has been approved to receive donated sick leave. Such leave sharing shall be transferred and valued on a day-for-day basis. This leave shall be provided pursuant to and consistent with State law.

### ***Section F: Special Leave***

Leave with pay not to exceed five (5) days will be granted for absences due to death or serious health condition of a spouse, parent, child, sibling, parent-in-law, sibling-in-law, uncle, aunt, niece, nephew, grandparent, grandchild and/or person who was a permanent member of the household at the time of their death. This leave is not accumulative. In the event an employee has exhausted these five (5) days, and a second family member were to die in the same school year, the employee may use up to five (5) days sick leave for the second death. "Serious health condition" shall be interpreted in a manner consistent with the federal Family and Medical Leave Act.

### ***Section G: Disability Leave Including Maternity Leave***

An employee requesting disability leave shall give written notice to the Employer at least thirty (30) calendar days prior to commencement of said leave, if possible. The written request for disability leave should include a statement as to the expected date of return to employment, and advance notice of the actual date of return to employment shall be given as soon thereafter as possible. Sick leave shall be granted pursuant to Article V, Section E. In the event sick leave is exhausted, then the employee shall, if requested in writing, be granted a leave of absence without pay for the period of disability, provided that such unpaid leave shall not continue beyond the duration of the current school year, unless specifically authorized in advance pursuant to Section H of this Article. If the employee returns to work prior to the end of the school year, the employee will return to the same assignment unless programmatic changes dictate otherwise.

### ***Section H: Leave of Absence Without Pay***

#### **1. During the School Year**

During the school year, absences other than those herein described, will not be allowed with pay. In the event an employee is absent for reasons other than

those described herein, he/she shall have the Superintendent's approval in advance. For each day absent, a one-day salary deduction (total contract salary divided by total contract days) shall be made.

## 2. Application Procedures

- a. Upon request of an employee who will have completed three (3) years of satisfactory service by the conclusion of the current school year, the Board may approve a leave of absence for up to one (1) year. The best interests of the Employer shall be a principal criterion in the approval of such leave.
- b. Untimely application for leave of absence will be adequate reason for refusal, but application by February 1 for leave to begin the following September shall not be considered untimely.
- c. No sick leave benefits or salary increment will be earned during the leave of absence except as otherwise provided for herein this Agreement, but benefits previously earned shall not be reduced or forfeited.
- d. Notice of intent to return shall be given to the Superintendent, in writing, on or before March 1 of the leave year.
- e. The three (3) year requirement in Subsection 2.a, may be waived in the event of a necessity of a reduction in force or if in the judgment of the Board the causes are sufficient to grant such leave.
- f. An employee shall be granted one (1) request for leave of absence without pay pursuant to this section for up to one (1) year for purposes of child care, employment in a professionally related field, or to serve in Association or Association affiliated employment. Leaves of absence to serve in elected or appointed public office positions will be considered appropriate requests for Board consideration. Upon employee request, such leave may be granted for one (1) additional year. Any employee who has had such leave of absence shall be eligible for another leave of absence after having served an additional six (6) years for the Employer.
- g. An employee who contracts with another school district loses his contract status with the Bremerton School District. An exception will be made if the Board approves an employee's training program that included holding a position in another school district.

### ***Section I: Association Leave***

The purpose of RCW 41.59 is to prescribe certain rights and obligations of the educational employees of the school districts of the State of Washington and their public

employers to promote the continued improvement of their employment relationship. In order to accomplish the purpose of RCW 41.59, the parties agree that:

1. Association leave must be approved jointly by the President of the Association and the Superintendent. The Superintendent shall notify immediate supervisors of such approved leave.
2. Association leave granted during any school year shall not exceed a maximum of seven (7) working days. Such leave shall be granted for 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.
3. The Association will reimburse the Employer for payment of substitute salary costs for employees granted Association leave. The District will bill the Association for such reimbursement.
4. Employees representing the Association shall be able to utilize Association leave for the purpose of improving the employment relationship between the parties.
5. Association leave in addition to the above may be granted with reimbursement from the Association for the replacement employee. The parties shall attempt to prevent impact on the classroom program continuity in considering such leave.

## **ARTICLE VI. INSTRUCTION**

### ***Section A: Employee Evaluation***

Evaluation of classroom instructors and support personnel shall be done in accordance with RCW 28A.405. If an employee receives a “Needs Improvement” or “Unsatisfactory” rating on an evaluation form, the employee may request input and assistance from a second observer mutually agreed by the District and the Association.

### **Section B. Professional Growth Program**

A Professional Growth Program (PGP) is an opportunity for the certificated staff member and administrator to develop collaboratively, a professional plan which shall include goals that align with the Skills Center strategic plan, District and building goals, and are designed to enhance and improve instruction to increase student learning. Eligible employees are those who have successfully completed four (4) years on the summative evaluation cycle (no areas identified as unsatisfactory or needing improvement). The following procedures will apply:

1. The certificated staff member and evaluating administrator shall meet and collaboratively design a PGP using the appropriate form (Appendix D) by the end of the first quarter of instruction. In the event that the administrator and the certificated staff member cannot agree on the PGP, the employee will revert to the summative evaluation.
2. Throughout the year, the certificated staff member and the administrator are encouraged to meet to discuss the progress on the goals, any feedback from the administrator, and any need for resources.
3. On or before May 15, a final meeting shall be held to analyze data, to review progress toward goals, and to determine whether the employee will continue on the Professional Growth Program for the next school year. If the administrator and Employee are unable to agree on the type of evaluation to be used for the next school year, the employee shall be placed on summative. The Professional Growth Plan Verification form (Appendix E) shall be completed by the evaluating administrator, signed by the certificated staff member and submitted to the personnel file.
4. A certificated staff member on a Professional Growth Program shall be evaluated under the summative evaluation procedures at least once every four (4) years.

### ***Section C: Classroom Visitation***

Classroom visitation procedures shall be in compliance with the following regulations:

1. It shall be the policy of the WSTSC to encourage the public to visit the Skills Center. Parents are encouraged to make classroom visitations and the general public is welcome to drop in and see what is taking place in the program.
2. Visitors should obtain the approval of the Director to be on the school grounds. If the Director desires, a "Visitor's Pass" system may be used so students and staff members will be aware of the presence of an authorized visitor.

### ***Section D: Student Discipline***

1. In the maintenance of a sound learning environment, acceptable behavior shall be expected from all students at the Skills Center. Certificated employees shall use reasonable and professional judgment to enforce discipline fairly and consistently, regardless of race, sex, or status of students.
2. Discipline shall be consistent with applicable federal and state laws, Employer policy and procedure. The authority of employees to use prudent disciplinary measures consistent with such laws, policy and procedure for the safety and well-being of students and employees is supported by the Employer. The Director or immediate supervisor shall respond to reasonable and professional requests regarding discipline problems.

### ***Section E: Professional Development Committee***

The Employer and the Association recognize the importance of advanced and/or specialized training for employees and the beneficial effect it has upon the Skills Center's educational program for students and staff. It is agreed, therefore, that a Staff Development Committee shall be established. The committee membership shall consist of one (1) administrator and three (3) staff members nominated by the President of the Association. New members of the committee shall be appointed in September each year. The term of appointment shall be for three (3) years with one-third (1/3) of the membership appointed annually to provide continuity on the committee. The committee shall organize itself and develop standing rules of procedure and operations.

1. Functions - The committee shall be responsible for developing and administering a continuous plan for in-service and other staff development training for Skills Center staff in cooperation with the Director of the Skills Center.

2. Program Selection - In-service programs to be considered shall include but not be limited to:
  - a. In-service program(s) designed by the Association reflecting training desired by the employees.
  - b. Requested specialized training by an employee or group of employees.
  - c. In-service program(s) and/or college/university courses desired by the Employer for changes in curriculum.
  - d. In-service training requested by the Administration as a result of annual employee evaluation(s) and/or as requested by the employee.
3. Dissemination of Information to Staff - The committee shall distribute by school mail system to each employee any and all information regarding the inservice program(s) which the committee develops for staff informational purposes.
4. The budget for the Professional Development Committee shall be \$1,000 per 1.0 FTE instructor, which is contingent on the state funding for the Skills Center summer school program. This money will be eliminated should the state drop summer school funding and not replace it with an alternate funding source that could be used for professional development.
5. Funds may be used for fees, tuition, materials, and other expenses associated with obtaining professional development. Funds paid for employee time (i.e. wages) must include employer mandatory benefits. The balance of the committee's budget will be carried over to the following school year.

### ***Section F: Beginning Teacher Assistance Program***

In accordance with state regulations, a Beginning Teacher Assistance Program will be implemented when funded by the state. The Beginning Teacher Assistance Program will be developed by the Bremerton School District Curriculum and Instruction Department and available to all new teachers at the Skills Center. The program shall be voluntary for the master and beginning teacher.

### ***Section G: Academic Freedom and Responsibility***

All employees shall be guaranteed the right and accept the responsibility to study, to investigate and to present and interpret facts, ideas and theories and to use multiple instructional modalities and techniques in delivery of instruction as appropriate to meet

individual needs of students. These rights are guaranteed provided that (1) issues discussed are presented in an objective manner with due regard for the maturity level and learning styles of the employee's students; (2) they are consistent with the District's instructional policy and State law; (3) clearly questionable matters concerning the appropriateness of the issues to the District's instructional policy and the maturity level of the student shall be referred to the building principal for consultation. The Association will have the right of input regarding the District's instructional policy, upon request.

A teacher shall follow Board Policy and State law regarding student grades. No teacher will be coerced to change a student's grade provided that a teacher's grading must be consistent with school policy and State law.

### **Section H: Lesson Plans**

The District and Association agree that exemplary teaching requires adequate lesson planning. Instructors receiving a "Needs Improvement" or "Unsatisfactory" rating on an evaluation may be asked to submit lesson plans to the building administrator. All instructors are expected to create and retain copies of their lesson plans for archival information.

## **ARTICLE VII. ECONOMIC PROVISIONS**

### ***Section A: Salary Schedule***

All employees will be paid and placed on the state Salary Allocation Model (SAM) salary schedule according to state regulations for degrees, credits and years of experience.

### ***Section B: Salary Payment Provisions***

1. All employees hired on or before September 15 shall be paid in twelve (12) monthly installments. All employees hired after September 15 shall have their salaries prorated and paid monthly through the month of August.

Payment shall be issued to the employee on the last banking day of the month. Employees will be paid via direct deposit.

2. The following shall be procedures for overpayment/underpayment of an employee's contracted salary as a teacher or support person.

If the employee recognizes the error, it is the employee's responsibility to immediately notify the Director of Personnel in writing.

If the error is an underpayment, the Employer, upon receipt of an employee's written request, will reimburse the employee by warrant the underpayment within two (2) weeks of notification to the Director of Personnel of the error.

If the error is overpayment, the Director of Personnel will meet with the employee to arrange a payroll deduction schedule. The payroll deduction schedule must terminate by the last pay warrant of the year.

3. All compensation owed an employee whose services with WSTSC are terminated shall be paid in the next payroll, not necessarily the next pay warrant.
4. Employees will be given a copy of the new salary schedules as such schedules are changed. The salary schedule shall be attached hereto as Appendix A and incorporated herein.
5. Time for professional development or other approved timesheet activities shall be paid at the curriculum rate of \$26.00/hour.
6. Each Skills Center instructor who is required to perform the duties of a WSTSC Program Coordinator shall be paid a stipend of \$5,000.

7. Additional stipends may be added each year upon staff recommendation and approval by the Director. Association members will have first right to accept these stipends.

### ***Section C: Insurance Benefits***

1. The Employer shall provide insurance premium payments toward the premiums of approved Employer group insurance programs in accordance with the provisions and options outlined herein. Approved insurance programs are those which are agreed to by the Employer and the Association.

Annual enrollment for employee group insurance programs shall be during the first thirty (30) days of the school year. The enrollment of newly employed employees shall begin with their employment and shall be completed within the time specified by the insuring company. The full payment shall be granted to all full-time employees.

2. The District shall contribute the State-funded monthly insurance amount per full-time-equivalent toward premium payment of approved medical plans and/or other options shall apply. In addition, the District shall not deduct the first \$45.50 per FTE per month of the state Health Care Authority (HCA) carve-out from the monthly state funded amount for insurance identified in paragraph 2 above. One-half of any increases in the HCA carve-out above \$45.50 per FTE per month shall be deducted from the monthly state funded amount for insurance. The other half of such increases shall be paid by the District from other funds.
  - a. The Employer shall pay the total premiums for the Composite Rate (family) dental plan. This plan requires a premium payment by the Employer on behalf of all members of the bargaining unit without regard to marital or dependency status of the employee.
  - b. After subtraction of the dental plan, the long-term disability plan, the vision plan the group term life insurance, and half of the amount in excess of \$45.50 of the State Health Care Authority's required contribution from the monthly contribution, employees may choose to have the balance apply to their medical insurance
  - c. Any State contributions not used by employees shall be pooled and equally distributed among the employees who have medical that would be deducted from their salary.
3. If the employee's monthly insurance contribution provided by the Employer does not cover the premiums in full for those insurance plans selected by the employee under subsection 2 above, the Employer shall deduct from the

employee's monthly salary the amount necessary to pay the remaining premium(s) due.

4. When both husband and wife are employed by the Employer, their combined insurance contribution to be paid by the Employer may be applied, at their option, except appropriate health care carve-out costs, dental, life, long-term disability and vision plans, to a joint insurance plan(s) rather than to separate plans carried by each individual.
5. Employees hired after September 1 shall be eligible for full insurance benefits from date of hire through August 31 of school year of hiring. Employee, as used in this insurance benefits Section, means a full-time employee (1.0 FTE).
6. Employee is to be notified by the Employer's Personnel Office in writing, ten (10) days before, in the event of insurance lapse.

### ***Section D: Workmen's Compensation***

If any employee is injured on the job, the employee should immediately confer with his/her immediate supervisor for the procedures for time-loss compensation and/or sick leave benefits.

In any event, all accidents resulting in any injury shall be reported immediately to the employee's immediate supervisor and the necessary paperwork completed.

### ***Section E: Night School, Summer School, Etc.***

If the Employer offers night school, employees will be paid at their per diem hourly rate of pay which is defined as salary schedule placement divided by the number of days in the base contract divided by 7.5 hours.

If the Employer offers summer school, employees will be paid at a daily rate calculated as follows: Regular per diem rate of pay which is defined as salary schedule placement divided by 7.5 hours times 8 hours.

Participation in youth leadership activities is a required activity as directed by the Office of the State Superintendent of Public Instruction. With the prior approval of the Skills Center Director, instructors who are required to accompany students participating in a local, regional, state or national leadership conference shall be reimbursed for their expenses according to established District practices and receive stipends as follows:

- \$100      • Time beyond the school day  
             • Half day on Saturday

\$200 • Non-contracted full day

A teacher who is contracted to teach summer school and who is approved to accompany a student to a national leadership conference will receive his/her regular summer school rate of pay.

***Section F: Contracted Instructor Substituting***

A currently contracted instructor who is substituting for another Skills Center Instructor will receive her/his pro-rated per diem rate of pay.

## **ARTICLE VIII. GRIEVANCE PROCEDURE**

### ***Section A. General Terms***

1. The parties agree that the goal of the grievance procedure is to encourage dialogue and communication, and to resolve problems in a non-intimidating, timely and responsible manner. To further these goals, the District and Association shall provide interest-based problem-solving training for District administrators and Association building representatives. In addition, principals/administrators and building representatives shall set a schedule of regular meetings no less than once an academic quarter, and shall ensure that building-level staff members are given a brief introduction to the grievance procedure on an annual basis.
2. A grievance is defined as an alleged misinterpretation of, violation of, or failure to comply with, the terms and provisions of this Agreement by the District. A grievant shall mean an individual employee, a group of employees or the Association.
3. In the processing of a grievance, the role of the Association may be as grievant; however, in other grievances, its role is to ensure fair, impartial and prompt resolution of disputes arising out of the administration of this Agreement.
4. The grievant may be accompanied by his/her advisor, or counsel of his/her choice and/or by Association representation. The Association reserves the right to have representation present at any and all steps of the grievance procedure.
5. An individual employee may present his/her complaint to the District or its designee and have the complaint adjusted without the representation of the Association as long as the adjustment is consistent with the terms and provisions of this Agreement.

### ***Section B. Step One***

1. Within fifteen (15) working days of the time an incident arises, or knowledge thereof exists, the employee will submit in writing to his/her principal, immediate supervisor or the administrator whose decision caused the alleged grievance, a Statement of Grievance on the form provided by Appendix H herein this Agreement.
2. Prior to filing a Statement of Grievance, the Employee and administrator must have met in a personal meeting and attempted to resolve the issue. Both the

employee and the administrator may invite representatives, facilitators, or resource persons to attend this meeting.

3. Copies of the Statement of Grievance shall be sent to the Superintendent and the President of the Association.
4. The Statement of Grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall identify by appropriate reference the provision(s) of this Agreement alleged to have been violated, shall state the contention of the employee with respect to those provision(s), shall state when the personal meeting occurred prior to filing the Statement of Grievance, shall state whether the grievant requests an additional meeting, and shall state the specific relief requested.
5. Upon the request of either the grievant or the administrator, a meeting will be held to discuss the grievance before a written response is provided. Both the employee and the administrator may invite representatives, facilitators or resource persons to attend this meeting.
6. Within ten (10) working days after receipt of the grievance, the principal, immediate supervisor or appropriate administrator shall communicate his/her answer in writing to the grievant. Copies shall be sent to the Superintendent and the President of the Association.

### **Section C. Step Two**

1. If the grievance is not resolved at Step 1, the grievant and/or Association, may, within ten (10) working days of receipt of the principal's, immediate supervisor's or appropriate administrator's answer, appeal the decision to the Superintendent or the Superintendent's designee. A copy of the appeal shall be sent to the administrator who provided the Step 1 response and the President of the Association.
2. In the event the grievant does not wish to pursue the grievance, the Association may, at this step, continue the grievance and step in the place of the employee for the remainder of the process.
3. A meeting must be held to discuss the grievance before a written response is provided. Both the employee and the Superintendent and/or their designees may invite representatives, facilitators or resource persons to attend this meeting.
4. The Superintendent or designee shall give the grievant an answer, in writing, no later than ten (10) working days after receipt of the written Statement of Grievance.

### **Section D. Step Three**

1. Within twenty (20) working days after receipt of the decision of the Superintendent, the Association may appeal the final decision of the District to final and binding arbitration. The arbitration shall be conducted by the AAA under the Voluntary Rules, unless the parties mutually agree otherwise. The decision of the arbitrator shall be final and binding upon the District, the Association and the affected employee(s). The fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
2. The Association or District may also request mediation before, during or after the decision to request arbitration (see Section E below).
3. Powers of the Arbitrator
  - a. The arbitrator shall be empowered, except as his/her powers are limited herein this section, and after due investigation, shall decide all procedural arbitrability issues arising under this Agreement.
  - b. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any terms on this Agreement.
  - c. The arbitrator shall have no power to rule on any of the following except on procedural grounds for evaluation, reduction in force, and probation actions:
    - (1) The termination of services of, or failure to re-employ, any provisional employee.
    - (2) The termination of services, or failure to reemploy, any employee to a position on the supplemental salary schedule.
    - (3) Any matter involving adverse effect, non-renewal and discharge.
    - (4) Any matter involving probation actions and reduction in force.
    - (5) Any assigned evaluation finding or rating.
    - (6) Any claim or complaint for which there is another remedial procedure.
  - d. The arbitrator shall have no power to change any practice, policy or rule of the Board nor to substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy or rule.
  - e. The fact that the grievance has been considered by the parties in the preceding steps of the grievance procedure shall not constitute a waiver of jurisdictional

limitations upon the arbitrator in this Agreement.

### **Section E. Grievance/Mediation**

At any time, the Association or District may request formal mediation of the grievance. If one party requests mediation, the other party shall respond within five (5) working days.

- a. The District and the Association must mutually agree to submit a grievance to mediation.
- b. Within five (5) working days following the Agreement of the District and the Association to mediate the grievance, the parties shall mutually select a third-party mediator. Mediation conferences will take place at a mutually convenient location and time.
- c. The presentation of facts and considerations shall not be limited to those presented at Level Two of the grievance procedure. Proceedings before the mediator shall be informal in nature.
- d. The fees and expenses of the mediator shall be shared equally by the parties.
- e. If the grievance is not settled, granted, or withdrawn, the parties are free to appeal the decision to arbitration within twenty (20) working days following mediation.

### ***Section F. Appeal of Arbitration Determination***

Petition by either party may be made to a court of competent jurisdiction on any arbitration decision or award.

### ***Section G. Time Limits***

Time limits provided for in this Grievance Procedure may be extended by mutual consent, in writing, signed by the parties.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to lodge an appeal at the next step of the procedure.

Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved.

## ***Section H. Appearance and Representation***

1. Any hearing held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend. Such hearings shall be conducted during non-school hours unless there is a mutual agreement for other arrangements. If hearings are conducted during working hours, there will be no loss of pay by any participant.
2. The District and the grievant are responsible for the payment of their own representatives and witnesses involved in any grievance meeting or hearing.

## ***Section I. Employees' Legal Rights***

Nothing contained herein shall deny to any employee his/her rights under Federal or State constitutions, laws, rules or regulations. This contract shall be construed such that no contractual rights are intended that could impact any of the following decisions made by the District:

1. The termination of services, or failure to re-employ, any provisional employee.
2. The termination of services, or failure to re-employ, any employee to a position on the supplemental salary schedule.
3. Any matter involving adverse effects, non-renewal (including reduction in force), and discharge.
4. Any assigned evaluation finding or rating.
5. Any standard of performance required of a particular position.

## ***Section J. No Reprisals***

No reprisals of any kind will be taken by the District, the District's administrators, immediate supervisors or building administrators against employee because of his/her participation in any grievance.

### ***Section K. Applicability of Procedure***

The Grievance Procedure prescribed by this section shall apply only to grievances which arise during the life of this Agreement.

## **ARTICLE IX. DURATION AND ENTIRE AGREEMENT**

### ***Section A: Duration***

The parties agree that this contract shall reopen for Base Salary negotiations if additional (or less) funds are specifically appropriated for salaries for certificated employees of the District. Further, during the duration of this Agreement, the salary provided for in this Agreement represents the parties' best efforts to comply with State law limitations as in effect on the effective date of this Agreement, but the parties agree that if Employer generated data that is mutually agreed to by the parties, provides information allowing or requiring modification either upward or downward, the bargaining unit represented herein shall have its members' salaries adjusted accordingly, to reach compliance with law, in a manner consistent with the salary increases of all non-bargaining unit certificated employees of the District. Notice to the bargaining unit and explanation shall be provided before such adjustments are implemented.

This Agreement shall become effective September 1, 2009 and shall remain in full force and effect until August 31, 2011. The Association shall give written notice to the Employer of its desire to change, amend, or modify this Agreement for the 2011-2012 school year no later than April 15, 2011.

### ***Section B: Entire Agreement***

This Agreement supersedes and cancels all previous Agreements between the Employer and the Association and constitutes the entire Agreement between the parties.

### ***Section C: Attest***

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

BREMERTON SCHOOL DISTRICT NO. 100-C

/s/ Cynthia Galloway  
Cynthia Galloway  
President, Board of Directors

April 16, 2009  
Date

/s/ Beverly Cheney  
Beverly J. Cheney, Ed.D.  
Interim Superintendent  
Secretary to the Board of Directors

April 16, 2009  
Date

WEST SOUND TECHNICAL SKILLS CENTER EDUCATION ASSOCIATION

/s/ Kelly Sample  
Kelly Sample  
President

May 6, 2009  
Date

**APPENDIX A: CERTIFICATED SALARY SCHEDULE  
For School Year 2009-10**

\*\*\* Education Experience \*\*\*

Years of Service									MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	
0	34,237	35,162	36,120	37,080	40,161	42,145	41,047	44,128	46,115
1	34,698	35,635	36,606	37,608	40,721	42,695	41,503	44,617	46,589
2	35,137	36,083	37,064	38,144	41,248	43,242	41,963	45,067	47,061
3	35,589	36,545	37,536	38,650	41,749	43,791	42,398	45,494	47,538
4	36,033	37,031	38,028	39,180	42,297	44,354	42,855	45,971	48,030
5	36,492	37,494	38,501	39,718	42,823	44,921	43,319	46,425	48,523
6	36,963	37,943	38,984	40,262	43,352	45,462	43,794	46,885	48,993
7	37,790	38,786	39,841	41,187	44,324	46,491	44,685	47,820	49,989
8	39,002	40,052	41,132	42,590	45,768	48,016	46,086	49,266	51,512
9		41,363	42,497	44,008	47,260	49,584	47,503	50,757	53,081
10			43,877	45,498	48,794	51,195	48,995	52,291	54,692
11				47,032	50,399	52,849	50,528	53,897	56,345
12				48,517	52,048	54,571	52,122	55,545	58,068
13					53,737	56,335	53,773	57,234	59,831
14					55,434	58,165	55,471	59,042	61,663
15					56,877	59,679	56,913	60,577	63,266
16 or more					58,014	60,871	58,051	61,788	64,531

*The BA+135 column was frozen on January 1, 1992.*

*Anyone wishing to move beyond BA+90 can only do so by earning a Masters Degree.*

## **APPENDIX B: LETTER OF AGREEMENT**

### **West Sound Technical Skills Center Education Association and Bremerton School District**

The members of the West Sound Technical Skills Center Education Association and the members of the School Board of Directors hereby agree to create and sustain a spirit of cooperation which will benefit the students we serve.

It is our intent to establish and maintain a climate which promotes a professional quality learning environment for all students and staff of the Center. Our continued success requires that all strive to perform our duties to the best of our abilities, that we treat each other with dignity and respect, in an atmosphere that is free from intimidation, discrimination and harassment and that we communicate in ways which provide prompt resolution of differences. We are committed to providing a safe and fair professional environment.

To achieve the aforementioned objectives, the Strategic Plan Steering Committee will be established which will exercise interest-based problem solving techniques. Members of this team will be appointed by their respective organizations.

#### **Principles of the Relationship**

We hereby commit to work together to establish a vibrant and successful learning community which actively involves students, staff, and community by:

- Creating and maintaining an atmosphere of mutual trust and respect;
- nurturing interest based collaboration;
- recognizing individual talents and strengths;
- increasing personal and professional growth opportunities;
- encouraging new ideas and change with a focus on improvement;
- building on our successes and learning from our failures;
- openly sharing information, knowledge, and experience;
- maintaining high professional standards of performance for self as well as for students.

#### **Strategic Plan Steering Committee**

The Association and the Administration mutually agree to shared decision making. All decisions should be made on the best information available. Shared decision making is viewed as a positive benefit for students, staff, and the community.

The shared decision-making process will be evaluated on an annual basis to determine its effectiveness. This evaluation will assess the areas of positive support and the areas where improvements should be undertaken. The results of this assessment will be shared with building staff. Action plans to build on the areas of strength and correct the areas of weakness will be addressed at the building level.

#### **Mutual Understanding**

The Association and the Administration acknowledge that we are working toward the ultimate goal of creating a system whereby mutual respect will be the understood value, norm, and operating principle. We understand that in order to create such a system, a deeper level of trust must exist.

We commit to the following guidelines:

- We will treat each other with respect and dignity;
- We will treat students, parents, and community members with respect and dignity;
- Learning will be fostered and promoted in an environment that promotes the dignity of the individual;
- We will review current research and relevant data, and exercise sound professional judgment when making instructional, curricular, and budgetary decisions;
- We will conduct ourselves professionally at all times;
- We welcome parent and community involvement to observe, assist, and to participate in the educational process.

### **Dispute Resolution**

The parties are committed to using collaborative problem-solving methods to resolve differences. However, in the event a resolution is not achieved, the grievance procedure shall be maintained in the collective bargaining agreement.

### **Term of this Agreement**

This letter of agreement may be modified during its 2009-2011 term by mutual agreement.

WEST SOUND TECHNICAL SKILLS CENTER  
EDUCATION ASSOCIATION

BREMERTON SCHOOL DISTRICT

/s/ Kelly Sample  
Kelly Sample

/s/ Beverly Cheney  
Beverly J. Cheney, Ed.D.  
Interim Superintendent

May 6, 2009  
Date

April 16, 2009  
Date

## APPENDIX C: LETTER OF AGREEMENT

### West Sound Technical Skills Center Education Association And Bremerton School District

The members of the West Sound Technical Skills Center Education Association and the members of the Bremerton School District Board of Directors are committed to meeting the needs of all students and creating opportunities for success for staff and students; therefore, they agree to form a Strategic Plan Steering Committee during the 2009-2011 school years to address possible options for differentiated levels of instruction.

Topics to be addressed by the Strategic Plan Steering Committee may include, but not be limited to:

- ▶ collecting data and becoming effective in its interpretation in order to develop sound instructional practices;
- ▶ creating a systematized approach to meeting all students' individual needs;
- ▶ ensuring that the Skills Center is not running special needs "parallel" classes to sending districts, which will include reviewing the overall Skill Center demographics in terms of how well it represents sending schools; and
- ▶ researching best practices nationwide to effectively meet students' needs, and meeting with constituents from sending schools and the Superintendents' Council to educate and implement the enrollment process.

The parties are committed to creatively problem solve to seek short-term and long-term objectives that are in alignment with the Skills Center strategic plan and district and building goals. Recommendations of the committee will be reviewed by the Superintendents' Administrative Council.

WEST SOUND TECHNICAL SKILLS  
CENTER EDUCATION ASSOCIATION

BREMERTON SCHOOL DISTRICT 100-C

/s/ Kelly Sample  
Kelly Sample, President

/s/ Beverly J. Cheney  
Beverly J. Cheney, Ed.D., Interim Superintendent

May 6, 2009  
Date

April 16, 2009  
Date



**APPENDIX D : LETTER OF AGREEMENT**

**West Sound Technical Skills Center Education Association  
And  
Bremerton School District**

The members of the West Sound Technical Skills Center Education Association and the members of the Bremerton School District Board of Directors mutually agree to continue researching the feasibility of employees who are currently receiving a state retirement and are precluded from TRS participation having the equivalent of the District's portion of their retirement allocation re-distributed to an approved 403(b) plan.

Parties agree to meet with the District's Finance and Operations Director or designee to gather details on viability as well as district-wide implications. A recommendation will be made prior to July 1, 2011.

WEST SOUND TECHNICAL SKILLS  
CENTER EDUCATION ASSOCIATION

BREMERTON SCHOOL DISTRICT 100-C

/s/ Kelly Sample  
Kelly Sample, President

/s/ Beverly J. Cheney  
Beverly J. Cheney, Ed.D., Interim Superintendent

May 6, 2009  
Date

April 16, 2009  
Date

**BREMERTON SCHOOL DISTRICT 100-C &  
WEST SOUND TECHNICAL SKILLS CENTER EDUCATION ASSOCIATION  
PROFESSIONAL GROWTH PROGRAM**

**PLANNING WORKSHEET**

THE PROFESSIONAL GROWTH PROGRAM PLANNING PROCESS MUST BE COMPLETED BY THE END OF THE FIRST QUARTER OF INSTRUCTION

Staff Member: \_\_\_\_\_ Assignment \_\_\_\_\_ School Year \_\_\_\_\_ Evaluator: \_\_\_\_\_

**GOAL(S) RELATED TO STRATEGIC PLAN, DISTRICT AND/OR BUILDING GOALS:**

<b>GOAL(S)</b> <i>Identify to what goal this relates:</i>	<b>ACTIVITY (IES) AND/OR STRATEGIES FOR REACHING GOALS</b>	<b>RESOURCES AND/OR SUPPORT NEEDED</b>	<b>ANTICIPATED INDICATORS OF SUCCESS</b>
<b>GOAL(S)</b> <i>Identify to what goal this relates:</i>	<b>ACTIVITY (IES) AND/OR STRATEGIES FOR REACHING GOALS</b>	<b>RESOURCES AND/OR SUPPORT NEEDED</b>	<b>ANTICIPATED INDICATORS OF SUCCESS</b>
HOW WILL EVALUATOR PROVIDE FEEDBACK?		WHAT SELF-REFLECTION PROCEDURE WILL BE USED?	

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**APPENDIX E  
PROFESSIONAL GROWTH PROGRAM PLANNING**

**APPENDIX F: BREMERTON SCHOOL DISTRICT 100-C  
PROFESSIONAL GROWTH PROGRAM VERIFICATION FORM**

Employee: \_\_\_\_\_ Evaluator: \_\_\_\_\_

West Sound Technical Skills Center School Year: \_\_\_\_\_

**CONFERENCES: \***

Dates of conferences: \_\_\_\_\_

**PROFESSIONAL GROWTH PROGRAM GOALS: \*\***

**EVALUATION MODEL NEXT YEAR: (Choose one)**

- The employee and administrator have conferred on the type of evaluation to be used for the following school year and agree to use:  Summative  PGP
- The employee and administrator are unable to agree on the type of evaluation to be used for the following school year, and the employee shall return to summative.

**SIGNATURES:**

The employee's signature below indicates his or her receipt of this evaluation report only and does not imply that he or she agrees with the contents of the evaluation report.

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

The evaluator's signature below certifies that the above-named staff member participated in a professional growth program, consistent with the Cooperative Working Agreement, and has worked on the goals stated above.

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

\* There will be a minimum of two (2) conferences a year between the staff member and the evaluating administrator regarding PGP.

\*\* These goals align with strategic plan, district and/or building goals and are designed to enhance and improve instruction to increase student learning.

**ORIGINAL TO PERSONNEL, COPY TO EMPLOYEE, COPY TO EVALUATOR**

U:\WORDS\EVALUATI\APPENDIX-E WST PGP Verify Form.doc

**APPENDIX G: COMPLAINT BY THE AGGRIEVED**

Date of Formal Submission Required for Step 1 \_\_\_\_\_

Aggrieved Person \_\_\_\_\_ Personal Meeting Date \_\_\_\_\_

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

Telephone \_\_\_\_\_

School \_\_\_\_\_ Immediate Supervisor \_\_\_\_\_

Subject Area/Grade \_\_\_\_\_ Association Representative \_\_\_\_\_

**STATEMENT OF GRIEVANCE:** Article(s)/Section(s) Allegedly Violated:  
\_\_\_\_\_

**RELIEF SOUGHT:**

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

Additional meeting requested prior to written response by administrator

**DISTRIBUTION OF FORM:**

Immediate Supervisor  
Director of Personnel

Association President  
Superintendent

Association Representative  
Grievant

**APPENDIX I  
CODE OF PROFESSIONAL  
CONDUCT  
CHAPTER 181-87 WAC**

**WAC 181-87-005 PURPOSE.**

The sole purpose of this chapter is to set forth policies and procedures related to reprimand, suspension, and revocation actions respecting certification of education practitioners in the state of Washington for acts of unprofessional conduct. It is recognized that grounds for the discharge, non-renewal of contracts, or other adverse change in contract status affecting the employment contracts of education practitioners are broader than stated herein. The grounds set forth as unprofessional conduct in this chapter shall not limit discharge, nonrenewal of contracts, or other employment action by employers of education practitioners.

**WAC 181-87-010 PUBLIC POLICY GOALS OF CHAPTER.**

The public policy goals of this chapter are as follows:

- (1) To protect the health, safety, and general welfare of students within the state of Washington.
- (2) To assure the citizens of the state of Washington that education practitioners are accountable for acts of unprofessional conduct.
- (3) To define and provide notice to education practitioners within the state of Washington of the acts of unprofessional conduct for which they are accountable pursuant to the provisions of chapter 181-86 WAC.

**PROFESSIONAL  
ACCOUNTABILITY**

**WAC 181-87-015 ACCOUNTABILITY FOR ACTS OF UNPROFESSIONAL CONDUCT.** Any educational practitioner who commits an act of unprofessional conduct proscribed within this chapter may be held accountable for such conduct pursuant to the provisions of chapter 181-86 WAC.

**ADMINISTRATIVE PROVISIONS**

**WAC 181-87-020 APPLICABILITY OF CHAPTER TO PRIVATE CONDUCT.**

As a general rule, the provisions of this chapter shall not be applicable to the private conduct of an education practitioner except where the education practitioner's role as a private person is not clearly distinguishable from the role as an education practitioner and the fulfillment of professional obligations.

**WAC 181-87-025 EXCLUSIVITY OF CHAPTER.**

No act, for the purpose of this chapter, shall be defined as an act of unprofessional conduct unless it is included in this chapter.

**WAC 181-87-030 PROSPECTIVE APPLICATION OF CHAPTER AND AMENDMENTS.**

The provisions of this chapter shall take effect ninety calendar days after adoption and shall apply prospectively to acts of unprofessional conduct committed after such effective date. Unless provided to the contrary, any revision shall take effect six months after adoption and shall apply prospectively from such effective date.

**WAC 181-87-035 EDUCATION PRACTITIONER-DEFINITION.**

As used in this chapter, the term "education practitioner" means any certificate holder licensed under rules of the Professional Educator Standards Board to serve as a certificated employee.

**WAC 181-87-040 STUDENT-DEFINITION.**

As used in this chapter, the term "student" means the following:

- (1) Any student who is under the supervision, direction, or control of the education practitioner.
- (2) Any student enrolled in any school or school district served by the education practitioner.
- (3) Any student enrolled in any school or school district while attending a school related activity at which the education practitioner is performing professional duties.
- (4) Any former student who is under eighteen years of age and who has been under the supervision, direction, or control of the education practitioner. Former student, for the purpose of this section, includes but is not limited to drop outs, graduates, and students who transfer to other districts or schools.

**WAC 181-87-045 COLLEAGUE-DEFINITION.**

As used in this chapter, the term "colleague" means any person with whom the education practitioner has established a professional relationship and includes fellow workers and employees regardless of their status as education practitioners.

**ACTS OF UNPROFESSIONAL  
CONDUCT**

**WAC 181-87-050 MISREPRESENTATION OR FALSIFICATION IN THE COURSE OF PROFESSIONAL PRACTICE.**

Any falsification or deliberate misrepresentation, including omission, of a material fact by an education practitioner concerning any of the following is an act of unprofessional conduct:

- (1) Statement of professional qualifications.
- (2) Application or recommendation for professional employment, promotion, certification, or an endorsement.

(3) Application or recommendation for college or university admission, scholarship, grant, academic award, or similar benefit.

(4) Representation of completion of in-service or continuing education credit hours.

(5) Evaluations or grading of students and/or personnel.

(6) Financial or program compliance reports submitted to state, federal, or other governmental agencies.

(7) Information submitted in the course of an official inquiry by the superintendent of public instruction related to the following:

(a) Good moral character or personal fitness.

(b) Acts of unprofessional conduct.

(8) Information submitted in the course of an investigation by a law enforcement agency or by child protective services, regarding school related criminal activity.

**WAC 181-87-055 ALCOHOL OR CONTROLLED SUBSTANCE ABUSE.**

Unprofessional conduct includes:

(1) Being under the influence of alcohol or of a controlled substance, as defined in chapter 69.50 RCW, on school premises or at a school-sponsored activity involving students, following:

(a) Notification to the education practitioner by his or her employer of concern regarding alcohol or substance abuse affecting job performance;

(b) A recommendation by the employer that the education practitioner seek counseling or other appropriate and available assistance; and

(c) The education practitioner has had a reasonable opportunity to obtain such assistance.

(2) The possession, use, or consumption on school premises or at school-sponsored activity of a Schedule 1 controlled substance, as defined by the state board of pharmacy, or a Schedule 2 controlled substance, as defined by the state board of pharmacy, without a prescription authorizing such use.

(3) The consumption of an alcoholic beverage on school premises or at a school sponsored activity involving students if such consumption is contrary to written policy of the school district or school building.

**WAC 181-87-060 DISREGARD OR ABANDONMENT OF GENERALLY RECOGNIZED PROFESSIONAL STANDARDS.**

Any performance of professional practice in flagrant disregard or clear abandonment of

generally recognized professional standards in the course of any of the following professional practices is an act of unprofessional conduct:

- (1) Assessment, treatment, instruction, or supervision of students.
- (2) Employment or evaluation of personnel.
- (3) Management of moneys or property.

**WAC 181-87-065 ABANDONMENT OF CONTRACT FOR PROFESSIONAL SERVICES.**

Any permanent abandonment, constituting a substantial violation without good cause, of one of the following written contracts to perform professional services for a private school or a school or an educational service district is an act of unprofessional conduct:

- (1) An employment contract, excluding any extracurricular or other specific activity within such contract or any supplementary contract.
- (2) Professional service contract.

**WAC 181-87-070 UNAUTHORIZED PROFESSIONAL PRACTICE.**

Any act performed without good cause that materially contributes to one of the following unauthorized professional practices is an act of unprofessional practice.

- (1) The intentional employment of a person to serve as an employee in a position for which certification is required by rules of the Professional Educator Standards Board when such person does not possess, at the time of commencement of such responsibility, a valid certificate to hold the position for which such person is employed.
- (2) The assignment or delegation in a school setting of any responsibility within the scope of the authorized practice of nursing, physical therapy, or occupational therapy to a person not licensed to practice such profession unless such assignment or delegation is otherwise authorized by law, including the rules of the appropriate licensing board.
- (3) The practice of education by a certificate holder during any period in which such certificate has been suspended.
- (4) The failure of a certificate holder to abide by the conditions within an agreement, executed pursuant to WAC 181-86-160, to not continue or to accept education employment.
- (5) The failure of a certificate holder to comply with any condition, limitation, or other, order or decision entered pursuant to chapter 180-86 WAC.
- (6) PROVIDED, That for the purpose of this section, good cause includes, but is not limited to, exigent circumstances where immediate action is necessary to protect the health, safety, or general welfare of a student, colleague, or other affected person.

**WAC 181-87-080 SEXUAL MISCONDUCT WITH STUDENTS.**

Unprofessional conduct includes the commission by an education practitioner of any sexually exploitive act with or to a student including, but not limited to, the following:

- (1) Any sexual advance, verbal or physical;
- (2) Sexual intercourse as defined in RCW 9A.44.010;
- (3) Indecent exposure as defined in RCW 9A.88.010;
- (4) Sexual contact, i.e., the intentional touching of the sexual or other intimate parts of a student except to the extent necessary and appropriate to attend to the hygienic or health needs of the student;
- (5) PROVIDED, That the provisions of this section shall not apply if at the time of the sexual conduct the participants are married to each other.

**WAC 181-87-085 FURNISHING ALCOHOL OR CONTROLLED SUBSTANCE TO STUDENTS.**

Unprofessional conduct includes the illegal furnishing of alcohol or a controlled substance, as defined in chapter 69.50 RCW, to any student by an education practitioner.

**WAC 181-87-090 IMPROPER REMUNERATIVE CONDUCT.**

Any deliberate act in the course of professional practice which requires or pressures students to purchase equipment, supplies, or services from the education practitioner in a private remunerative capacity is an act of unprofessional conduct.

**WAC 181-87-093 FAILURE TO ASSURE THE TRANSFER OF STUDENT RECORD INFORMATION OR STUDENT RECORDS.**

The failure of a principal or other certified chief administrator of a public school building to make a good faith effort to assure compliance with RCW 28A.225.330 by establishing, distributing, and monitoring compliance with written procedures that are reasonably designed to implement the statute shall constitute an act of unprofessional conduct.

**WAC 181-87-095 FAILURE TO FILE A COMPLAINT.**

The intentional or knowing failure of an educational service district superintendent, a district superintendent, or a chief administrator of a private school to file a complaint pursuant to WAC 181-86-110 regarding the lack of good moral character or personal fitness of an education practitioner or the commission of an act of unprofessional conduct by an education practitioner is an act of unprofessional conduct.