

**COOPERATIVE WORKING AGREEMENT**

**between the**

**BREMERTON EDUCATION ASSOCIATION**

**and the**

**BREMERTON SCHOOL DISTRICT 100-C**

**September 1, 2021 through August 31, 2024**

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## **PREAMBLE**

The parties to this Agreement, as defined herein, have a mutual obligation, pursuant to the Education Employment Relations Act, RCW 41.59, to bargain regarding wages, hours and terms and conditions of employment. In consideration of that mutual obligation this Agreement is by and between the Bremerton School District No. 100-C hereinafter called the "District" and the Bremerton Education Association hereinafter called the "Association".

The term "District" used hereinafter shall mean the Board of Directors or its lawfully designated representative(s).

The term "Association" used hereinafter shall mean the Bremerton Education Association or its lawfully delegated representative(s). The Bremerton Education Association (BEA) is affiliated with the Washington Education Association (WEA) and the National Education Association (NEA).

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

## **ARTICLE I. ADMINISTRATION**

### **SECTION A. Recognition**

Pursuant to RCW 41.59, the District hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated employees employed by the Board whether under contract, on leave, and/or other basis of compensation, except all certificated employees assigned at West Sound Technical Skills Center, and all administrative, supervisory and confidential employees. Any employee who formally evaluates or disciplines an employee in this bargaining unit shall be excluded from this bargaining unit. The District may utilize non-certificated nursing staff to provide services formerly provided by certificated nurses.

After twenty (20) consecutive work days in the same assignment (long term), or thirty cumulative work days in any assignment, in the current school year, a substitute shall become a member of the bargaining unit, provided that, the only provisions that shall apply for substitutes are: Article II (Agency Shop), Article IV-C (Academic Freedom and Responsibility), Article IV-B (Non-Discrimination), Article IV-E (Safe Working Conditions), Article IV-F (Open Observation), Article V-A (Length of Work Day), Article V-C (Planning Time), Article V-D (Travel Time), Article V-P (Student Discipline), Article V-Q [(Class Size) applies to long term only], Article X (Grievance Procedure) only sections covering substitutes, Article IX-(Attest).

The pay for substitute employees shall be not less than \$145.00 per day. After a substitute has worked twenty (20) consecutive days in the same assignment under contract or at the daily substitute rate, they shall be paid according to their salary schedule placement retroactive to their first day of employment in said position. If there is a break in service beyond the employee's control within the twenty (20) consecutive days, the employee may appeal the rate of pay to the Human Resources Supervisor for decision. When a substitute covers a class during a planning period, the substitute will be paid an additional proportionate amount of the substitute's daily rate (e.g. 1/6<sup>th</sup> more for teaching an additional period in a 6-period day).

The terms "employee" and "educational employee" shall mean any certificated employee, as defined in RCW 41.59, in an individually contracted position when used hereinafter in this Agreement and shall refer to all employees represented by the Association in the bargaining unit as defined above.

## **SECTION B. Agreement Administration**

For purposes of communications, Agreement interpretations and Agreement administration, meetings of the Superintendent and the President of the Association shall be held at least once a month. Additional meetings may be held at the request of either party at times as mutually agreed upon by the Superintendent and the President of the Association.

## **SECTION C. Conformity to Law**

The District 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 law, then such sections or provisions 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 District and the Association shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s).

## **SECTION D. Distribution of Agreement**

Within thirty (30) days following the ratification and signing of this Agreement, the District shall make an electronic copy of the Agreement available to all employees. The District shall send an e-mail to all employees notifying them of the availability. Upon request to the Personnel Office, a printed copy shall be provided to an employee. The District and Association shall agree upon a number of additional copies to print for District and Association purposes. All employees new to the District shall have an option to receive a printed copy of the Agreement from the District within thirty (30) days of beginning employment with the District and said Agreement shall be available upon request at the District Office to all applicants for employee positions. The costs of producing and distributing this Agreement



shall be shared equally by the parties. The format of the Agreement shall be as agreed upon by the District and the Association.

## **SECTION E. Contract Compliance**

All individual employee contracts entered into and/or in force during the duration of this Agreement shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. Any individual employee contract executed shall expressly provide that it is subject to the terms of this and subsequent Agreements between the District and the Association. If any individual employee contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

## **SECTION F. Individual Employee Contracts**

### **1. Issuance of Individual Employee Contracts**

Employees will sign their individual contracts within ten (10) working 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. Copies of Individual Contracts**

Two (2) copies of the individual employee contract shall be provided to the employee for signature. The employee shall return one (1) signed copy to the District and one shall be retained by the employee.

### **3. Length of Contract**

The total length of the regular employee's individual contract shall be the number of workdays as provided in Article V, Section B, Length of Work Year, herein this Agreement.

The work year for each employee shall be in accordance with, or in conformity to, the school calendar. (See Article V, Section B.)

### **4 Supplemental Contracts**

There shall be a supplemental contract for the specified co-curricular and supplemental assignment(s) as herein provided. Appointments to co-curricular special and supplemental assignments shall be for one (1) year, shall be re-posted each year, and shall be consistent with statutory

provisions. The District agrees to notify employees of proposed appointments as soon as practicable.

Supplemental contract positions and Salary and Work Schedule for supplemental contract positions are found at Appendix B-1 to this Agreement.

The District shall provide the Association with a copy of the posting of all co-curricular positions at the same time of posting of the co-curricular position (i.e., courtesy copy of the e-mail).

## **G. Unique Working Environments**

Unique working environments for Bremerton School District employees, such as, The Washington Youth Academy, West Hills STEM Academy, Renaissance High School, Open Doors and other mutually agreed to educational programs, requires changes to the normal working conditions bargained in the current working agreement. All provisions of the collective bargaining agreement apply unless a waiver or supplemental letter of agreement is signed by both parties. The Association president and principal of the program agree to meet upon the request of either party to discuss unique working conditions and waivers that may be necessary. The parties agree to expedite any processes necessary for the development and approval of waivers and letters of agreement to facilitate the operation of this program.

## **ARTICLE II. DUES DEDUCTION**

1. The District will make a payroll deduction for Association dues and assessments upon receipt of a written authorization executed by an individual employee. Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-17-100, and be revocable by the employee at any time. The District shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110.
2. Prior to the beginning of each school year, the Association will give written notice to the District of the dollar amount of dues and assessments required of an Association member. The amount for deductions shall not be subject to change during the school year. The deductions authorized by the above provisions will be made in twelve (12) equal amounts from each paycheck beginning the pay period of September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions prorated. Each month during the school year, the District will send the Association all money deducted for dues accompanied by a list of names of those employees for whom payroll deductions were made.
3. The Association will refund to the District any amounts paid to it in error.
4. The Association and its affiliates will defend, indemnify, and hold the District harmless against all liability, including allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the District in implementation of this section.

## ARTICLE III. RIGHTS OF DISTRICT AND ASSOCIATION

### SECTION A. Management Rights

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

### SECTION B. Association Rights

1. **Right to Use Equipment and Facilities.** The Association shall have the right to use the District's equipment, machines and other technology for Association business during non-contract hours. The Association agrees to provide all its own consumable supplies and/or reimburse the District for the reasonable costs of operating such equipment.

The Association and its representatives may use District buildings for meetings and to transact Association business during nonworking hours. The Association representative shall check with the building administrator to assure there is no conflict because of a previously scheduled meeting.

The Association will be allowed to post notices of activities and matters of Association's concern on a bulletin board to be provided in each faculty lounge or teachers' dining area (if there is no faculty lounge) of each building in the District.

The Association will be allowed to use in-district mail service and teacher mailboxes for the dissemination of announcements and information to the employees of the District. Association correspondence shall include the Association official title and indicate the Association representative issuing the correspondence.

The Association acknowledges that the equipment and facilities identified in this section are public resources that may be monitored and that Association use of this equipment and facilities does not create an expectation of privacy for their use. No Association use of District facilities or equipment will interfere with the operation of the District's business or cause additional expense to the District. Association members shall not use the public resources identified in this section for personal purposes (matters which do not relate to official Association or District business). The Association agrees to comply with any other limits placed on the District's use of the resources identified in this section by the District's provider or by legal authorities.

2. **Right to Involvement in Administrative Hiring.** The Association shall have input and involvement in the hiring process of certificated supervisory district-wide and building level positions which are posted and advertised as a vacancy. Upon request, the Superintendent shall provide the Association President with a

rationale for any decision to select or not select a candidate for an administrative position.

3. **Orientation.** Human Resources Supervisor and the Association shall cooperate in the organization and coordination of the orientation program. The Association shall be given sufficient time to present Association information and programs to all employees within the bargaining unit.
4. **Right to Information.** The District will furnish to the Association, upon written request, and without cost to the District, information including annual financial reports and audits, tentative budgeting requirements and allocations, monthly revenue and expenditure reports, a register of bargaining unit employees, student enrollment data and reports, agenda and minutes of all Board meetings, a directory of employees and personnel information necessary to process grievances with the written permission of the employee(s) involved. The District shall promptly provide to the Association board reports listing new employees.
5. **No Loss of Pay.** When mutually scheduled by the District and the Association to participate during working hours in negotiations and grievance processing the Association representatives will suffer no loss in pay.
6. **Hold Harmless.** The Association will indemnify, defend and hold the District harmless against any employee claims, and any employee suit instituted against the District on account of the implementation of this section.

### **SECTION C. Leadership Team**

The Association and District are committed to a model of building leadership designed to collaboratively influence the building culture and support best practices designed to increase student achievement. Effective leadership requires the involvement of those who are impacted so that all voices are heard on the direction of the school. The team will provide input, collaborate and build consensus on relevant topics.

1. Each building or work site have two teams aimed at supporting building goals: (1) Environment and Relationship (ER) Team and (2) Learning and Empowerment (LE) Team. The selection of members of these teams shall be determined collaboratively between the principal and the representative group. On an annual basis, principal will initiate the collaborative process to seek members for these teams and an opportunity for discussion regarding team membership.

The purpose of the ER team is to create safe, supportive, consistent and socially-just learning environments where all staff and students feel a sense of belonging and connection. Areas of responsibility of the ER team are the building learning environment, promoting positive relationships, and providing behavioral support. Stipend as outlined on Appendix B-1.

The purpose of the LE team is to support the professional learning communities of their representative group in creating academically engaging, relevant and responsive instructional experiences in which all students learn at high levels. Areas of responsibility for the LE team include PLC support of student learning, increasing student empowerment, and academic support. Stipend as outlined on Appendix B-1.

2. The role of the teams is to make thoughtful decisions within the group's area of responsibility as defined above, within budgeted limits of discretionary spending authority, and to the extent that the decision does not create an undesirable impact on some other unrepresented individual or group. Throughout the school year, these teams will make joint decisions on the spending of discretionary funds outlined in Appendix B-1. Such decisions must be consistent with the terms and conditions of local collective bargaining agreements and school board policy. Waivers of the BEA Collective Bargaining Agreement and District policy may be requested. The granting of such waivers must be consistent with the operating procedures of the BEA and the Bremerton School Board of Directors.
3. All decisions must comply with Federal and State laws and regulations, with negotiated labor contracts, with existing District policies, and with existing agreements between impacted groups-

#### **SECTION D. 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 concerted 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.

## **ARTICLE IV. INDIVIDUAL EMPLOYEE RIGHTS**

### **SECTION A. Rights of Employees in Bargaining Unit**

Pursuant to RCW 41.59, all employees shall have the right to freely organize, join and support the Association, or not to do so.

### **SECTION B. Non-Discrimination**

The private and personal life of an employee is not within the purview of this Agreement except when there is a violation of the Professional Code of Conduct. The parties agree to comply with federal and state anti-discrimination laws.

### **SECTION C. Academic Freedom and Instructional Flexibility**

1. All employees shall be guaranteed the right and accept the responsibility to study, to investigate and to present and interpret facts, ideas and theories. Employees also have the right 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; and (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.
2. The Association will have the right of input regarding any of the District's instructional policies, upon request.
3. 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 D. Due Process and/or Discipline**

1. Supervisor must advise a teacher in a timely fashion, but no later than fifteen (15) working days, of any complaint about that teacher.
2. Any derogatory material entered into the individual's personnel file or working file shall contain the teacher's acknowledgment that he/she has read such material by affixing his/her signature and date of receipt. Should the employee refuse to sign the document containing derogatory material that is to be placed in the personnel file or building working file, the supervisor may note on the document that the teacher refused to sign but was provided a copy of the document.

3. No employee shall be subject to disciplinary oral warnings or written reprimands without just cause. See Appendix G for background information on “just cause.” (Suspensions with pay shall not be construed as discipline.) No employee shall be subject to disciplinary adverse effect (suspensions without pay, non-renewal and discharge) without sufficient cause as provided for by statute.
4. The specific grounds forming the basis for disciplinary action will be made available to the President of the Association in writing upon request of the employee. The employee shall have the right to submit a written statement of explanation, rebuttal or denial in each instance of complaint or allegation of complaint, and such statement shall be placed in the employee's personnel file together with the complaint.
5. Disciplinary action taken pursuant to this section against an employee shall be commensurate to the behavior which precipitated the action.
6. Disciplinary actions taken pursuant to this section shall be subject to the Grievance Procedure contained in this Agreement.
7. 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 to all evidence relied upon by the District;
  - c. allow the employee to have an Association representative present, upon request, at all meetings with the employee; and
  - d. allow the employee to present any other evidence, including the statements or information from other employees.

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.

If the District decides to discipline the employee or use the material in an evaluation, the complaint or other derogatory correspondence may be placed in the employee's personnel file with a copy provided to the employee.



If no disciplinary action is taken or if the matter is not used in an evaluation, the material will not be placed in the personnel file, and instead may be retained in a separate investigation file.

The employee will receive a written notification of the final disposition of the investigation within fifteen (15) working days of completion.

After three years, an employee may request that a disciplinary letter or letter of direction be removed from his or her personnel file. The decision to grant the request shall be made by the District's administrator responsible for personnel.

## **SECTION E. Safe Working Conditions**

1. Certificated staff members shall be able to use reasonable professional judgment to protect themselves, fellow employees, students, and District property from damage.
2. Every certificated staff member shall have immediate access to a telephone, working intercom, or walkie-talkie to request assistance in an emergency.
3. 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) and students whose negative behaviors impact the educational process. Such procedures shall cover both identification and intervention strategies. The definition of 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 who is covered by those procedures, as soon as the information is available to such employee. The certificated staff member will also notify the building administrator or other appropriate staff member of students who may need such intervention strategies and shall cooperate in the development and implementation of such strategies.
4. Any employee who feels verbally or physically threatened by a parent or patron shall report such threat and seek assistance from their supervisor. The employee shall use reasonable professional judgment to avoid such threats, including the possibility of requesting police intervention if necessary.
5. The Association and the District acknowledge the need to have safe working conditions. Complaints about such conditions shall be referred to the building safety committee. The building safety committee will respond to the complaint within five (5) working days of its regular monthly meeting or specially called meeting. If the building committee does not have the authority or jurisdiction to resolve a particular safety problem, the committee

shall immediately forward the complaint to the Director of Facilities. The Director of Facilities shall respond within ten (10) working days of receipt of the complaint. The building and district response shall indicate the action taken and/or a timeline for resolution of the complaint.

## **SECTION F. Open Observation**

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

## **SECTION G. Staff Protection**

1. **Liability Insurance and Personal Property Insurance** shall be maintained by the District for the duration of this Agreement, pursuant to state law. Employees should contact their immediate supervisors for claim procedures.
2. **Payment of Deductibles** - The District shall pay up to two hundred seventy-five dollars (\$275.00) or the deductible amount of the employee's insurance policy, whichever is less, at the employee's option, 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 but going to and from work shall not be covered.

The District shall pay one hundred dollars (\$100.00) or actual replacement cost, whichever is less, for other stolen or damaged personal property (excluding personal effects) used in the performance of assigned duties. Such property shall be registered with the Office of Finance and Operations as authorized by the Superintendent before being eligible for reimbursement. The employee will be required to certify that the amount paid is for a loss covered by this agreement.

3. Certificated staff members shall report suspected child abuse as required by law. In cases in which a teacher acts in good faith and without gross negligence in his or her reporting duty, and the teacher is subsequently made a party to a lawsuit involving a challenge to the teacher's judgment as to what constitutes reasonable cause to believe that a student has suffered abuse or neglect, then the District shall provide for the legal defense of the employee. When certificated staff members are involved in the investigation of a suspected child abuse report, an administrator will be available to be present during the investigation, upon request of the employee.

## **ARTICLE V. GENERAL WORKING CONDITIONS**

### **SECTION A. Length of Workday**

Full-time teachers/support personnel shall be scheduled for a workday of seven and a half (7.5) hours per day, (including a 30-minute duty-free lunch period and a total of 60 minutes before and/or after class time in which employees are available to students and parents). However, the normal workday of a professional educator may be expanded based on the professional responsibilities of the educator.

The district will attempt to adjust schedules to accommodate breaks for employees with extended consecutive (180 minutes or more) student contact duties.

Elementary schools will have a fifteen (15) minute recess in the morning or afternoon in addition to and separate from lunch recess. The fifteen-minute recess is to be covered by support staff. This time is not to be considered "duty-free" for certificated employees.

The teachers/support personnel workday shall not commence earlier than 7:00 a.m. and shall not continue past 4:00 p.m., except for the day of Evening Parent Conferences or as discussed in Article V, Section F.

Exceptions shall be made for special programs that cause individual teachers to begin early or end later than these times. An administrator will be in the building during all scheduled evening parent conference times. No staff meetings will be held during such scheduled conference times.

Staff will attend one (1) Open House per year.

Itinerant personnel will utilize unscheduled times as planned with immediate supervisors.

Teachers/support personnel employed on less than a full-time basis shall be on duty the proportionate hours in terms of contracted employment, such time to be determined by immediate supervisors.

Employees will not be disciplined when circumstances require that they arrive late or depart early on such days when the schools open late or dismiss early due to inclement weather. Employees will be allowed to make up such time on other days.

## **SECTION B. Length of Work Year**

1. Each employee shall be given a base contract of one hundred and eighty (180) days. For the duration of the agreement, the base contract will be one hundred eighty days plus the number of professional learning days funded by the state.

The job of a professional educator includes not only the delivery of instruction and support to students. It also includes the following professional duties:

(a) Preparation of instructional materials; (b) Participation in instructional related District committees; (c) Maintaining professional certification which includes attending professional workshops and trainings; (d) Grade level/Department/Team meetings; (e) Curriculum development; (f) Preparation of the instructional workspace prior, during and after the school year; (g) Meeting with parents; (h) IEP meetings; and (i) Student assessment and progress reporting

2. Additional contracted days shall be at the employee's per diem rate of pay. This is calculated by dividing the Employee's base contract year annual salary by the number of days of the base contract.
3. For the duration of this agreement, each full-time employee shall be given a supplemental contract for days/hours at the employee's per diem rate of pay as scheduled and directed as follows:
  - (a) Two (2) days at per diem shall be scheduled to provide an array of staff development opportunities to meet the varying needs of staff. One of these days will be considered part of the employee's base contract.
  - (b) Three (3) non-student days at per diem shall be scheduled within the school calendar for the purposes of data assessment, individual student metrics, conference preparation, and grade reporting. The purpose of the days is to identify student and educator learning needs using multiple sources of data, defining a clear set of educator learning goals based on the rigorous analysis of these multiple data sources and the collective and personalized learning needs of students and teachers; and using formative and summative measures to assess the effectiveness of professional learning in achieving educator learning goals. All three will be scheduled on the school calendar. Employees may work off-site for the time allocated for this time. Two of these days will be included as part of the employee's base contract as professional learning days so long as they are funded by the state.

4. The supplemental contract described above shall be paid in equal installments over twelve months. A verification form for this time must be completed by the employee and submitted to the District prior to July 1. Unworked days and hours shall be deducted from the employee's final paycheck in August.
5. Employees may not use paid leaves for time compensated on the supplemental contract described in paragraph three (3) above. Employees may not use personal leave on supplemental days.
6. Part-time employees shall be provided a supplemental contract described in paragraph three (3) above pro-rated by the employee's FTE.
7. Fifteen hours of professional development provided by the District for attendance at the Summer Institute. These hours shall be paid at the per diem rate and will be submitted on a timesheet for all employees attending the Summer Institute.
8. One professional development day offered by the District scheduled to occur adjacent to the Summer Institute. These hours shall be paid at the employees per diem rate and will be submitted on a timesheet for all employees attending this professional development day.
9. Each school psychologist shall be given a supplemental contract for ten (10) additional days per FTE.
11. Each secondary school counselor shall be given a supplemental contract for ten (10) additional days per FTE.

### **SECTION C. Planning Time**

Classroom instructional planning time shall be provided for each classroom teacher within the seven and one-half (7.5) hour workday. Such time shall be time equal to one (1) classroom period (or 45 minutes) for grades 6 through 12, average of 225 minutes of planning time weekly. Professional activities during planning time shall be scheduled at the individual's discretion. In the event of a building decision to modify the daily schedule, the building administrator shall attempt to distribute the loss of planning time equitably.

If student enrollment and class offerings cause an employee to teach a class (on a regular basis, not as a substitute) during his or her planning period, the employee shall be given a supplemental contract for an additional proportionate amount of the employee's annual salary (e.g. 1/5<sup>th</sup>

more for teaching an additional period if a full-time FTE would teach 5 periods).

Elementary classroom teachers will be provided an average of 225 minutes of planning time weekly, an average of 150 minutes of planning time weekly within the school day in blocks of not less than 30 continuous minutes. Passing time, including the time to go pick up the students, will be scheduled outside of planning time. The additional planning time shall be provided prior to morning WAC time.

Employees who travel between buildings shall also have the appropriate amount of planning time. Such time might not be continuous, but in at least 30-minute time segments.

Itinerant employees shall have travel time allowed, exclusive of planning time or their thirty (30) minute lunch time.

No more than ten (10) mandatory meetings per year will be held during the individual planning time in this section. When feasible, two working days' advance notice of said required meetings will be given.

Non-classroom certificated employees shall have an equivalent amount of weekly planning time within their 7.5-hour workdays, although the scheduling of such time shall be within the discretion of the employee.

#### **SECTION D. Travel Time**

All non-supervisory employees who are required to travel from one duty station to another duty station shall have such travel time included as part of their seven and one-half (7 1/2) hour workday.

#### **SECTION E. Parent Conferences**

1. Elementary, and secondary school employees shall be provided two (2) days release time in fall and two (2) days release time in spring, free from other duties, to participate in District scheduled parent-teacher conferences
2. Employees and/or whole building staffs may adjust their schedules during non-student time in order to better meet the needs of parents. For example, if schools choose to do a double shift during conference weeks and have both a day and evening session in one day, certificated staff will be able to leave early on the Wednesday prior to Thanksgiving. Adjustments must occur, if possible, during the conference period. Employees will provide a copy of their conference schedule to their principal, including any documentation of hours to verify pre-approved early release flex-time use. The employee and principal can agree to further modify a schedule if special circumstances arise.

## **SECTION F. Student Achievement Early Release**

1. Time within the workday after students are dismissed on Wednesdays shall be reserved and designated on the school calendar for activities designed to increase student achievement. As educators, teachers need the opportunity to collaborate with administrators and fellow staff members and to learn and implement effective strategies for the instruction of students. The first Wednesday of each month will be designed by the building principal to provide essential and timely professional development to address building and district needs.

The remaining early release Wednesdays will be used for the professional learning communities to address the essential instructional concepts of (1) what do we want students to learn (standards); (2) how do we want them to learn it (lesson design); (3) how will we know that students are learning (assessments); (4) what strategies to use if students are not learning it or if they already know it (differentiation); and (5) building and district program development. The use of time on these remaining Wednesdays will be designed by the professional learning communities to address these five essential instructional concepts.

PLC teams will communicate to the building principal and/or district program leads their PLC members and meeting logistics, i.e. times, location. PLC teams may be asked to provide an informal written statement of collaborative activities or meetings scheduled on these Wednesdays.

In addition to the professional learning developed by the PLCs, and to support the work of educators, the District may offer professional development opportunities during early release Wednesdays aimed at improvement in instructional strategies to be available for staff to attend.

2. For the duration of this contract, the District and Association agree to waive the sixty (60) minutes in Article V, Section A and provide fifty (50) minutes within the seven and a half (7.5) hour work day before and/or after class time in which employees are scheduled available to students and parents. The purpose of this change is to provide 125 minutes without students (excluding WAC time) for the Wednesday afternoon activities described above.
3. On those days that the Superintendent deems it necessary to begin school late on a Wednesday, the student day will revert to a regular student day dismissal time.

## **SECTION G. Calendar**

1. Employee work calendar for the year covered by this Agreement is attached hereto as Appendix F and is incorporated as part of this Agreement.
2. In the event of any school year calendar deviation(s) due to weather, emergencies of any nature or other unforeseen event(s), the District shall negotiate any rescheduling modification(s) of the work year (School Year) calendar with the Association.
3. Teachers will have a minimum of five (5) working days after the end of the reporting/grading period before grades are due except for the end of the school year, when grades are due by the day after the last day of school for grades 6 through 12, and on the last day of school for grades K-5. For high school seniors, teachers shall provide specific pass/fail information on the graduates on the day before graduation.

## **SECTION H. Personnel Files**

1. **Location** - Personnel files are maintained exclusively in the District's Human Resources Office. This shall not limit the right of the Principal to maintain a working file for the purpose of evaluation.
2. **Contents** - A personnel file is the employment record of the employee. The Personnel file shall contain the following, but not be limited to: application for employment, date of employment, work attendance record, preparation (transcripts) record, teacher/support personnel certification and/or administrator credentials, salary record, including copies of annual contracts, evaluation record and correspondence pertaining to the employment record. Letters of recommendations for employees are not a part of the personnel file. Pre-employment files are destroyed and are not a part of the employee's personnel file.
3. **Access** - Any employee may review his/her personnel file at any time the Human Resources Office is open. Personnel employment files are open only to the employee, his/her authorized agent, or District representatives with a reasonable business interest in viewing such files. Employees are entitled upon request to copies of any or all documents in his or her personnel file at the District's standard copying rate.
4. **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.
5. **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 I. Assignments and Vacancies**

1. **Assignments.** Assignments and changes of assignment may be made at any time by the District to meet district, student program, and staffing needs. Normally, changes in assignments which involve interruptions of classes during the school year will not be made unless necessary for student program needs. An “assignment” is defined as the placement of an employee within one or more buildings in an elementary grade level or specialty area, or secondary course assignment or specialty area.

The term “student program need” means an educational need of one or more students that is met by the objectively-measured licensure, training, experience, or unique area of expertise of an employee and does not include employee personality or employee performance.

2. **Changes in Assignment.** If all student program needs, enrollment and other circumstances are substantially equal, the District shall select the employee(s) to be affected in the following order:

- (a) an employee who volunteers for a change of assignment; and
- (b) an employee who has fewer total years of service with the Bremerton School District as a certificated employee in this bargaining unit.

For the purposes of this subsection, the term “employee” shall include a supervisory certificated employee being transferred to a subordinate certificated position within the bargaining unit.

3. **Explanations/Compensation for Changes in Assignment**

- (a) An employee shall receive a written explanation and/or a personal phone call or meeting to discuss the rationale for a change in assignment, or the denial of a preference or requested change in assignment from or with a building administrator, program supervisor or the Human Resources Supervisor. An employee who is not satisfied with the explanation or rationale may appeal the decision to the Superintendent or his/her designee.
- (b) Employees who are subject to a change in assignment within the student school year shall be given four (4) consecutive student days, with no students, to close down/set up the new classroom.

- (c) Employees who are required to move classrooms between student school years shall be given two (2) days extra pay, at the curriculum rate of pay.
- (d) Employees who initiate/volunteer for changes of assignments do not qualify for the incentives/compensation identified in options (b) and (c) above.

Reference: See also Article V, Section L (8)

- 4. No employee shall be assigned to a substitute-on-contract position arbitrarily. Assignment to a substitute on-contract status shall be for a period of no more than two (2) years unless during that time a teacher or support person vacancy fails to open for which such employee is qualified, or such employee fails to apply for such position.
- 5. Prior to February 1, the District shall solicit employee interest in changes in assignment for the following year. Employees shall indicate the breadth of their interest by building, elementary grade level or specialty area, and/or secondary course assignment or specialty. The District shall compile this information for use in staffing for that year. The District, in its discretion, may select employees volunteering for such changes in assignment prior to opening a vacancy under subsection 7 below. The District's decision to select an employee, or to not select an employee, from among those volunteering shall not be subject to the grievance procedure in Article X. Volunteers for changes of assignment through this process do not qualify for the incentives/compensation identified in subsection 3 above.
- 6. **Definition of Vacancy.** The term vacancy shall mean a position that the District has determined to be open for applicants after changes in assignments have been made pursuant to subsections 1 and 2 above.
- 7. **Process for Filling a Vacancy.**
  - (a) Notices of vacant positions for continuing/provisional contracts shall be posted via e-mail to all employees and on the district website at least seven (7) working days prior to the closing date for applications. Copies of all position postings also shall be sent to the President of the Association.
  - (b) Notices of vacant positions shall clearly state the qualifications required for the position, as well as additional criteria that will be used to select a successful candidate.
  - (c) If changes of assignment for the following year are made solely because of enrollment or financial circumstances, reassigned

employees shall be given first right of refusal should their previous assignment become available between the day the employee was notified of the reassignment and the tenth (10<sup>th</sup>) instructional day of the next school year.

- (d) The President of the Association, upon request, will be given the rationale for any position the District determines does not have to be filled.
  - (e) All internal applicants who meet the posted qualifications and have applied for a vacant position shall be interviewed for the position.
  - (f) The District shall have the right to select the most qualified person for any vacancy. After making a final placement decision, the administrator will provide feedback about the decision to any interview team member who requests such.
  - (g) Any internal applicant not selected for a position shall receive a written explanation and/or a personal phone call or meeting to discuss the rationale for the decision from or with a building administrator, program supervisor or the Human Resources Supervisor.
  - (h) Successful internal applicants for vacancies do not qualify for the change of assignment incentives/compensation identified in subsection three (3) above.
8. **Exception.** As an exception to the processes identified in this section, vacancies may be filled by qualified personnel in the reduction in force employment pool pursuant to Article V, Section K, Subsection 5. Transfers which do not prevent the recall of an employee from the recall list under Article V, Section K.5 will be allowed. The District may also select qualified certificated Employees who were on non-continuing contracts the prior year (e.g. leave replacement, retire/rehire etc.) to fill current vacancies.
9. Stipend positions identified in Appendix B-1 shall be posted in-building and electronically at least seven working days prior to the closing date for the applications.
10. In the event of the closure or opening of a new school facility, the District and Association shall meet to confirm the procedural steps to be taken for the reassignment of staff. The process for reassignment of employees shall be consistent with the changes of assignment language in this Article 5, Section J.

## **SECTION J. Reduction in Force**

1. **General** – The necessity for and the extent of staff reduction will be determined by the Board of Directors after receiving the recommendations of the Superintendent and his or her staff. The factors to be used by the Superintendent in making a recommendation to the Board shall be:
  - a. The financial need or program reduction which is the basis for the reduction-in-force, subject to audit by the Association or its agents.
  - b. The written input of the Association after the Association has had at least ten (10) working days to review the financial need or program reduction proposed by the Superintendent and his or her staff, the proposed list of employees to be nonrenewed, and the proposed assignments of employees to be reassigned as displaced employees.
  - c. The number of available positions after subtracting resignations, retirements, retire/rehire contracts, and leave replacement contracts.
2. **Seniority List** - By the fifteenth (15th) of April of each year, the District shall prepare a list, in numerical order based on seniority, of all employees who qualify to teach or hold a support position for each subject or support area on the secondary level, of all employees who qualify to teach or hold a support position at the elementary level, and of all employees who qualify to teach or hold a support position in special education. "Qualify" shall be defined to 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. Employees will be notified by the District of their placement on the seniority lists and accorded a time period of at least five (5) working days to respond to errors or questions. The Association shall assist the District during this five day resolution period in any way mutually agreed upon by both the Association President and the Superintendent, or his/her designee. The criteria used by the District for purposes of determining seniority are:
  - a. Years (or parts of years) of employment in any public school district as a certificated employee, including summer school. Years (or parts of years) of employment in any accredited public university or college as a certificated instructor or teaching assistant. Years (or parts of years) of employment of any private school as a certificated employee if possession and maintenance of valid state certification was a condition of employment. Provided that no more than one (1) year credit is given for any twelve (12) month period.
  - b. Accumulated certificated substitute teaching time in years or parts of years.

- c. Military service - years or parts of years not to exceed two (2) years if granted prior to the 1993-94 contract year, except for interrupted teaching service as provided for in Article VIII, Section C.
- 3. **Staff List for Reduction-in-Force** - If an educational program or service in the District is to be reduced, modified or eliminated, the Superintendent shall develop a list of employees to be recommended to the Board of Directors for layoff by the District. The following criteria shall be applied in the order in which they are listed to the supportive staff and teaching staff in developing the list of employees to be RIF'd.

- a. **Supportive Staff Procedure**

- (1) **Definition** - The supportive staff shall consist of psychologists, counselors, library media specialists, nurses, communication disorders specialists, occupational therapists, physical therapists, educational resource specialists, interventionists and audiologists.
  - (2) **Certification** - Supportive staff members shall have the special credential or certificate and endorsement required for the particular position.
  - (3) **Contract Category** - The positions shall be filled by those qualified persons currently holding such positions. If there are fewer positions than there are employees currently filling such positions, positions will be filled first by those employees holding regular continuing contracts. If positions remain unfilled when all regular continuing contract holders have been placed then provisional contract holders will be offered positions, in order of third year, second year and first year provisional status. If employees may be displaced from a current assignment, the District will solicit employee interest in changes in assignment for the following year. Employees shall indicate the breadth of their interest by building, elementary grade level or specialty area, and/or secondary course assignment or specialty.
  - (4) **Length of Service** - When there is a tie for a particular position under the criteria listed in subsections two (2) and three (3) above, the person with the greatest length of service as a certificated employee as described in Section K (2) shall be offered the position.
  - (5) **Length of Bremerton Service** - When more than one (1) person qualifies for a particular position under criteria four (4) above, the position shall be offered to the person with the greatest length of

service as a certificated employee in the Bremerton School District 100-C.

- (6) **Experience in Position** - When more than one (1) person qualifies for a particular position under criteria five (5) above, the position shall be offered to the person who has the greatest length of service in the specific support area.
- (7) **Additional Preparation** - When more than one person qualifies for a particular position under criteria six (6) above, the position shall be offered to the person who has the greatest number of quarter hours of college credit beyond the bachelor's degree. In the event of a tie, the position shall be offered to the person who has achieved the highest graduate degree.

b. **Teaching Staff Procedure**

(1) **Certification:**

- (a) Possession of a valid Washington State teaching certificate with endorsement if issued in 1987, or later, or with a declared major or minor for certificates issued prior to 1987 for the grade level and subject area being filled.
- (b) **Special Education** - Teachers of disabled students must qualify under criteria (a) above and must show specific training for instruction of the disabled.

- (2) **Contract Category** - The positions shall be filled by those qualified persons currently holding such positions. If there are fewer positions than there are employees currently filling such positions, positions will be filled first by those employees holding regular continuing contracts. If positions remain unfilled when all regular continuing contract holders have been placed then provisional contract holders will be offered positions, in order of third year, second year and first year provisional status. If employees may be displaced from a current assignment, the District will solicit employee interest in changes in assignment for the following year. Employees shall indicate the breadth of their interest by building, elementary grade level or specialty area, and/or secondary course assignment or specialty.
- (3) **Length of Service** - When more than one person qualifies for a particular position under the criteria one (1) and two (2) above, the individual who has the greatest length of service as a

certificated employee, based on the criteria described in Section K (2), will be offered the position.

- (4) **Length of Bremerton Service** - When more than one (1) person qualifies for a particular position under criteria one-three (1-3) above, the position shall be offered to the person with the greatest length of service as a certificated employee in the Bremerton School District 100-C.
- (5) **Experience in Position** - When more than one (1) person qualifies for a particular position under criteria four (4) above, the position shall be offered to the person who has the greatest length of service as an elementary teacher for an elementary position or the greatest length of service in a particular subject area in the case of a secondary position.
- (6) **Additional Preparation** - When more than one person qualifies for a particular position under criteria five (5) above, the position shall be offered to the person who has the greatest number of quarter hours of college credit beyond the bachelor's degree. In event of a tie the position shall be offered to the person who has achieved the highest graduate degree.

- 4. **Superintendent Action** - The Superintendent shall give appropriate notice to all certificated members designated for nonrenewal as required by law.
- 5. **Recall Process/Employment Pool** - All employees who received notice of probable cause will be placed in a District employment pool. Vacancies will be filled from the employment pool unless there is no certificated employee in the employment pool with the required qualifying criteria for a particular position. In filling any vacancy, the same criteria used to determine the order of layoff shall be used in reverse order. Vacancies will be filled as soon as they are known. If an employee cannot be reached by phone, employment notification shall be made by certified mail. Employees shall provide the Human Resources Office, in writing, their current mailing address.

All certificated employees will be retained in the District employment pool until September 15 of the following calendar year or until the employee accepts a certificated position with similar FTE (whichever comes first). Employees in the District employment pool will receive serious and preferential consideration for all long-term substitute positions.

- 6. **Assignment** - Employee preferences will be considered when the District makes assignments of displaced or recalled employees. Assignments of retained or recalled employees shall be made with consideration of the

factors described in Article V, Sections J.1 through J.5 and the preferences expressed by employees in Sections K.3.a.3 and K.3.b.2 above.

## **SECTION K. Facilities, Equipment and Parking**

Each school shall have the following facilities and equipment for the use of employees in that school:

1. Space in each classroom to store instructional materials and supplies that the teachers use on a day-to-day basis.
2. A work area in the building containing equipment and supplies to aid in the preparation of instructional materials.
3. A faculty lounge/dining area separate from the work area(s) and equipped with a telephone for personal local calls.
4. Teaching desks and chairs, secure storage spaces, phones, computers, internet access, and projection systems. The district shall provide workspace for ESA personnel and storage space for educational materials and records.
5. Employees will be provided access to work areas outside of regular school hours. Employees will be held responsible for the security of any spaces they open outside regular school hours. The employees will turn in all school keys on the last day of each school year. Employees returning the next school year may check out their keys for the summer. No employee will provide a student with a school key at any time and/or for any occasion.
6. A parking space will be provided during regular working hours for each employee. At the teacher's request, the principal/administrator will assign the parking spaces.
7. Employees who are required involuntarily to vacate classrooms/workspaces for scheduled maintenance purposes will be paid one day at the curriculum rate of pay.
8. Employees who are required involuntarily to vacate classroom/workspaces due to the closure or opening of a school facility shall receive two (2) days extra pay at the curriculum rate of pay.

## **SECTION L. Building Budget Proposals**

The building principal shall consider the timely formal requests of the building staff in the development and implementation of the annual building budget. If



incorporated into the principal's final building budget request to the Superintendent, modifications, if made, shall be considered in relation to the entire District goals, needs and priorities. Explanation of such modification(s) shall be made by the building principal upon request

#### **SECTION M. Non-Certificated Personnel**

Non-certificated personnel will not be allowed to assume the teaching duties of an absent teacher.

#### **SECTION N. Classroom Visitation**

1. It shall be the policy of Bremerton School District to encourage the public to visit the District's schools. Parents are encouraged to make classroom visitations and the general public is welcome to drop in and see what is taking place in the schools.
2. A visit to schools should be for the purpose of either becoming informed about the school programs, of attending a school assembly or on official business with the building administration or staff. Visitors shall refrain from interference in any way with the operation of a building, a program or a class. Scheduled parent conferences shall not be subject to the following procedures.
3. Visitors shall obtain the approval of the building principal to be on the school grounds. If the building principal desires, a "Visitor's Pass" system may be used so students and staff members will be aware of the presence of an authorized visitor. Teachers may request the principal to notify them in advance of a classroom visitation. The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation. If for some unforeseen reason the visitor's purpose cannot be accommodated by the building principal, the visitor should be directed to the proper authority.
4. In the interest of good community-school relations, the building principal or designee shall provide assistance when needed.

#### **SECTION O. Student Discipline**

1. In the maintenance of a sound learning environment, the employee and the District shall expect and work to enforce acceptable behavior on the part of all students who attend schools in the District.

2. Possession or use of weapons, explosives, firecrackers, or other items capable of producing bodily harm shall be prohibited as defined in RCW 9.41. Employees will use their best professional judgment when deciding on the appropriate intervention strategy to use upon encountering an altercation between students where weapons are involved, taking into account the safety of students as well as their own safety. Students in possession of or using any weapons or dangerous devices will be subject to expulsion as specified in the law. The District will investigate reports and rumors regarding dangerous weapons and take prompt and reasonable action to protect employees, students and their property.
3. An emergency expulsion shall be the normal penalty for a student who commits a serious assault which poses an immediate and continuing danger to employees, students or school personnel or an immediate and continuing threat of substantial disruption of the educational process. An emergency expulsion shall continue until rescinded by the Superintendent or his or her designee or until modified or reversed pursuant to the hearing or appeal provisions set forth in state law or regulation. In all cases affected staff shall be consulted.
4. Every certificated staff member shall have immediate access to a telephone, intercom or walkie-talkie to request assistance in an emergency.
5. Any employee who feels verbally or physically threatened by a parent or patron shall report such threat and seek assistance from their supervisor. The employee shall use reasonable professional judgment to avoid such threats including the possibility of requesting police intervention if necessary.
6. The Principal or immediate supervisor shall respond to all employee requests regarding discipline problems and procedures. When the principal or immediate supervisor is away from the building, but in the District, an administrator shall be on call.
7. Without revealing specific information regarding legally protected private information, receiving certificated employees will be notified in an appropriate manner of students who have exhibited serious assaultive behavior prior to their admittance to classrooms if the District receives such information. Staff members so informed shall treat the information as confidential in accordance with professional and legal standards.
8. Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or until the principal or designee and teacher

have conferred, whichever occurs first; provided, that except in emergency circumstances, the teacher shall have first attempted one or more alternative forms of corrective action; provided further, that in no event without the consent of the teacher shall an excluded student be returned during the balance of that class or activity period, unless the principal or designee and teacher have conferred. Upon teacher request, a re-entry conference will be scheduled to create a re-entry plan prior to the student's return to that classroom/activity.

9. The District expects and supports employees' use of prudent supervisory measures for the safety of all students and employees of the District. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment, including reasonable and prudent use of physical restraint, to protect against harm being done to a student or to him/herself.
10. Each building principal and his/her teaching staff shall meet each spring to develop and/or review building disciplinary standards and uniform enforcement of those standards. On or before September 30, each building principal and his/her teaching staff shall review building discipline standards and uniform enforcement of those standards. In addition, the special education guidelines will be reviewed.
11. Nothing in this section shall be construed to interfere with the due process rights of regular or special education students.
12. Each elementary building shall have a full-time certificated staff member to support students and teachers with the emotional and behavioral issues of students. The District shall hire the best person for this job regardless of the type of certification. Buildings with a school psychologist filling this role shall be assigned with additional certificated or classified employee support to supplement the work of the interventionist who is also completing psychometric duties.

## **SECTION P. Class Size**

The District, and Association have established class sizes as one of their highest priorities. In order to provide a continuing dialogue and flexibility in dealing with class size problems, the following structural channels of consultation and advice by employees shall be implemented by the parties:

1. A team comprised of the assistant superintendent, the special programs director, the human resource supervisor and the Association president or designee will meet in September and October to review equitability of class sizes between buildings. The first meeting shall be held prior to the eighth day of school.

A run of the master schedule with the number of students in each section shall be shared with staff members at each secondary school prior to the eighth day of each school year. The learning and environment team members at each secondary school may meet with the administrator responsible for master scheduling prior to the twelfth day of each semester to review equitability of individual section sizes and overall daily loads for each teacher. Internal adjustments will be made when possible. For classes subject to the daily loads (secondary) identified in paragraph 4, educational accommodations will be made for individual classes which are more than two (2) students above the per class staffing ratios in paragraph 4. Such accommodations will be determined with the input of the teacher assigned to that class. Solutions which require additional staffing shall be made as a recommendation to the Superintendent. See also Article V, Section U. for elementary specialist schedules.

2. The parties agree that the final decision shall be the responsibility of the Assistant Superintendent, but if his/her decision differs from the recommended solution, he/she shall so inform the building principal/program supervisor as to the reasons for this decision. The building principal/program supervisor shall then have the responsibility of communicating this decision to the individual building/program committee.
3. The District agrees that when the ratios stated below are surpassed by one student, the District shall have 7 student days to provide one of the following options:
  - a. reassign students to another teacher;
  - b. transfer students to another building;
  - c. compensate the teacher as follows:

for grades K-5 and K-8 at the West Hills STEM Academy at the rate of \$ 5.00 per day for each additional student above the ratio, \$7.00 per day for the second student above the ratio and \$9.00 per day for the third student and any subsequent additional student above the ratio;

or for grades 6-12 at the rate of \$1.00 per day per class period for each additional student above the ratio.

The pay will be paid retroactively to the first day of the overload.
  - d. hire an additional teacher (interim, temporary, part-time or substitutes).

Elementary schools shall have eleven (11) days rather than seven (7) days at the beginning of the school year, and secondary schools shall have eleven (11) days rather than seven (7) days at the beginning of each semester.

4. The District shall make reasonable efforts to maintain the following district-wide average class size ratios of FTE students to FTE classroom teachers:

Grade Level	2021-2022	2022-2023	2023-2024
Kindergarten	19:1	19:1	19:1
First Grade	20:1	20:1	20:1
Second Grade	22:1	22:1	22:1
Third Grade	23:1	23:1	23:1
Grades 4-5	27:1	27:1	27:1
Grades 6-8 STEM	29:1	29:1	29:1
Grades 6-8	31:1	31:1	31:1
Grades 9-2	32:1	32:1	32:1
Music 6-8	50:1	50:1	50:1
Music 9-12	60:1	60:1	60:1

- a. Combination classes comprised of two elementary grade levels (splits) are not a preferred option for resolving class size issues. The grade level-specific curriculum of the District makes such splits instructionally difficult. Should all other options be impractical, a split class will be implemented only with consideration for curriculum adaptation, classroom support, and student groupings. Class make-ups will be based on educational needs of students and not on the basis of employee selection. In addition, traditional, Spanish Immersion, or dual immersion split classrooms shall be assigned a single paraeducator at least thirty (30) hours per week. Classroom teachers assigned combination classes comprised of two (2) grade levels shall have a maximum assignment of students as follows:

Grades 1/2 – a staffing ratio of 21:1

Grades 2/3 – a staffing ratio of 23:1

Grades 3/4 – a staffing ratio of 25:1

Grades 4/5 – a staffing ratio of 27:1

Highly Capable classes are designed to support differentiated learning. Single grade highly capable classes will follow the regular classroom ratios in Article Q, Section 4. For multi-age highly\_capable

classrooms, the above ratios do not apply. Maximums are as follows:

Grades 2/3 – a staffing ratio of 22:1

Grades 4/5 – a staffing ratio of 25:1

Given the unique nature of Montessori, the District will review enrollment and class size distribution, in context with the Highly Capable class size ratios, to determine grade level configurations.

- b. Staffing ratios for career and technical education (CTE) shall be in accordance with guidelines prescribed by state rules/regulations or guidelines issued by appropriate authority for specific program(s).
- c. The District's established class size ratios are applicable to elementary PE, music and library instruction based on the specific grade level being served. Elementary librarians shall be assigned no more than one-half the number of sections of the music and PE specialists. The District's established ratios are inapplicable for traditional large instruction for physical education.
- d. Class sizes may be limited by the safe capacity of instructional spaces or the involved curriculum. Should an employee feel that the number of students of any particular class exceeds the instructional capacity of the space assigned to that class, the employee may meet with the building administrator, an Association representative and a district-level administrator to explore alternatives. The District will defend and hold harmless teachers from liability for any lawsuits which result from negligent supervision of large classes.
- e. Advisory, Connections, homerooms and other advising-type classes shall not be included within the class size numbers in this section as long as such classes or periods do not have a structured curriculum and lesson planning burden placed on the teacher. Providing teachers with resources, discussion topics or advising responsibilities is not considered a curriculum or lesson planning burden.
- f. At least two weeks prior to the last day of each year, a preliminary run of projected assignments for the following school year shall be submitted to the certificated staff of each secondary school. The department shall review and suggest revisions to the assignments.

## SECTION Q. Special Education Case Management

1. The District will attempt to maintain the following maximums for the number of IEPs assigned for case management purposes to a special education teacher:

Pre-School	22 IEPs with no more than twenty (20) classroom-based
K-5 Tier I & II Special Education	24 IEPs per 1.0 FTE
K-5 Tier III Special Education	13 IEPs per 1.0 FTE
Grades 6-8 Tier I & II Special Education	26 IEPs per 1.0 FTE
Grades 6-8 Tier III Special Education	14 IEPs per 1.0 FTE
Grades 9-12 Tier I & II Special Education	28 IEPs per 1.0 FTE
Grades 9-12 Tier III Special Education	14 IEPs per 1.0 FTE

### Definitions of Tier I, II and III:

- **Tier I-** Resource Room; for students that require blocks of time for literacy/math/behavior.
- **Tier II-** Extended hours in the Resource Room; for students that need alternative curriculum and when necessary, behavioral supports and skill acquisition. Students need a team approach including the Interventionist and Psychologist. May require up to half a day of resource room services.
- **Tier III-** Integrated Life Skills (K-5), Life Skills (6-12); designed for students with significant cognitive delays.

The parties recognize that lower numbers in elementary are preferable. However, the needs of students and the program may require that caseload numbers be higher in response.

The numbers above reflect the current blended model of special education/Title I service providers. When the case management maximums are exceeded during the school year, a joint meeting between the Supervisor of Special Education or designee and the affected employee(s) shall take place within eight workdays. The purpose of the meeting is to select appropriate remedies as described in Article V, Section R.7.

2. Special education support services at the resource room and the extended resource room program level will be allocated based on the instructional needs of the students they serve. Continuity in assignments of extended resource and resource room paraeducators will be a priority. Should a resource room paraeducator be assigned, the priority of that paraeducator's assignment should remain with the students they serve.

At least one six-hour special education program paraeducator will be designated for each integrated skills program (ISP) and integrated life\_skills program (ILSP) inclusion and preschool special education program.

3. Each special education teacher shall receive two (2) hours of compensation at per diem per case-managed IEP for time beyond the workday, including attending IEP meetings, or a ½ day of release for every three case-managed IEPs. Employees may select either compensation or release time, or a combination of both. Employees will make reasonable efforts to schedule release time far enough in advance to allow for adequate substitute coverage.
4. Each WA AIM teacher will receive up to three hours of per diem pay per student for work related to implementation of the alternative assessments.
5. OT, PT and SLP's shall be provided one (1) release day per year to assist with IEP development, or one-half (1/2) hour of compensation at the curriculum rate per case managed IEP for time beyond the workday (whichever is greater). OT, PT and SLP's may choose to trade the release day for five (5) additional hours paid at the curriculum rate.
6. Any special education classroom teacher, special education specialist (SLP, OT, PT, Psychologist), or group of specialists, who faces inequitable challenges in meeting IEP responsibilities because of an extra heavy workload shall first explore options for assistance from professional colleagues. Workload could be heavier than usual because of challenges such as additional students on the specialist's caseload, particular students with unique needs, traveling between multiple buildings, special assignments, or the due dates of IEP or evaluation documents.
7. If a special education teacher's or specialist's workload concerns (case management and other IEP responsibilities) cannot be solved within the group of colleagues, the employee or group shall explore options for assistance from the principal and/or district administrator assigned to supervise that group of specialists or teachers. Depending on the particular challenges unique to that workload, options for assistance could include, but not be limited to:
  - the hiring of additional staff;
  - the assignment of paraeducator time;



- clerical assistance;
  - speech language pathology assistants (SLPAs);
  - certified occupational therapy assistants (COTAs);
  - physical therapy assistants (PTAs);
  - the reallocation of responsibilities for particular students;
  - additional paid time;
  - additional release time for the planning and drafting of IEPs or evaluations; or
  - reallocation of non-special education responsibilities.
8. The workload maximum for SLPs shall be based on IEP caseload and shall be 50 maximum IEPs per 1.0 FTE. The workload maximum for Occupational and Physical Therapists shall be based on IEP caseload and shall be 35 maximum IEPs per 1.0 FTE. "Workload" includes IEPs the employee case-manages as well as IEPs for which the employee provides services. A meeting to review assignments shall occur on or around October 1 each year to discuss SLP, OT and PT caseloads and remedies. When the caseload range is exceeded during the school year, a joint meeting between the Supervisor of Special Education or designee and SLP, OT or PT staff shall take place within eight workdays. The purpose of the meeting is to select appropriate remedies as described in Article V, Section R.7.

## **SECTION R. Open Enrollment**

An Employee will have the first opportunity to enroll his or her child in any District school with available space as long as the Employee is responsible for the transportation of the student to and from the school.

## **SECTION S. Standardized Testing**

The District will provide test protocols to employees for any standardized test to be given by employees. Employees shall direct any questions regarding revisions to or violations of protocols to their administrative supervisor for decision.

## **SECTION T. Elementary Specialist Schedules**

Elementary specialists will be consulted on the development of building planning time schedules. In the event of an inequity in elementary specialist sections between school buildings, and when additional sections are necessary at one school building without additional cost to the District, elementary specialists will be asked as a group to suggest reassignments or other solutions to improve the fairness and equity of workloads between specialists. Building principals retain the authority to set the final assignments and schedules at each building.

## **SECTION U. Support for Serving Students with Disabilities**

When general education employees need additional information, strategies or other support for serving students with disabilities, the employee shall consult first with special education teachers or ESA specialists, and then the building administrator. The building administrator, in conjunction with the Supervisor of Special Education or designee, will meet with the involved employee to seek an appropriate remedy to the situation.

## **SECTION V. Advanced Placement**

Advanced placement teachers are eligible to work an additional eight hours per course outside of the normal workday to provide support for AP test preparation and administration. The hours shall be paid at the curriculum rate

## **SECTION W. Montessori Program**

Each Montessori program teacher will receive three (3) additional days at the curriculum rate for program coordination and curriculum alignment. The Montessori program leader will receive an additional three release days to provide coaching and support to teachers, while students are present.

## **SECTION X. Spanish Immersion/Dual Language Program**

Each Spanish Immersion program teacher will receive three (3) additional days at the curriculum rate for program coordination and curriculum alignment. The Spanish Immersion program leader will receive an additional three release days to provide coaching and support to teachers, while students are present.

## **ARTICLE VI. EMPLOYEE EVALUATION**

### **SECTION A. Purpose and Principles**

1. The District and the Association believe professional development in the Bremerton School District is rooted in the intrinsic desire to be a life-long learner and provide quality learning experiences for all students. The goal of supervision and evaluation is to promote professional growth in a supportive environment with clear performance expectations. The evaluation process should foster a culture of continuous improvement based on substantive feedback, early intervention, conversation, and written narrative.  
Professional growth and performance is assessed using Center for Educational Leadership 5D+ (CEL 5D+ Framework) or professional standards, developed cooperatively with district and non-typical certificated groups.
2. Certificated educators want to improve their professional skills and their students' learning. Therefore, our evaluation system will:
  - a. Reflect the stages of professional growth and cycle of inquiry;
  - b. Provide opportunities for self-reflection;
  - c. Recognize accomplishments and exemplary performance;
  - d. Encourage professional growth and guide staff development; and
  - e. Provide for reciprocal accountability.
3. Our evaluation system will be:
  - a. Framework or standards-based;
  - b. Interactive and collaborative in nature;
  - c. Reflective of different expectations for different job categories; and
  - d. Legal and supportive of certification requirements and termination processes.
4. There will be coordinated training for staff and administrators about the evaluation process.

### **SECTION B. Evaluation Types**

1. There shall be two types of evaluation processes:
  - a. Comprehensive Evaluation: A comprehensive evaluation must be completed once every six (6) years. A comprehensive evaluation assesses all CEL 5D+ Framework or professional standards, which contribute to the summative performance rating.

Focused Evaluation: In years when a comprehensive evaluation is not required, a focused evaluation must be conducted. A focused evaluation must include an assessment of one of the identified CEL 5D+ Framework or professional standards. The evaluator must approve the selected professional standard.

- i. The focused evaluation for CEL 5D+ Framework will include the student growth measures of the selected criterion. If criterion 3, 6 or 8 is selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5 or 7 is selected, evaluators will use criterion 3 or 6 for student growth rubrics.
- ii. Non-typical certificated staff (not on CEL 5D+ Framework) will include measurable growth goals aligned to the appropriate professional standards.

All evaluations shall be conducted in a manner consistent with state law and regulations.

2. If an administrator wants to change evaluation type from Focused to Comprehensive, the evaluator must identify areas of concern using the CEL 5D+ Framework rubric and/or appropriate professional standards rubric.
  - a. The evaluator will meet with the employee to review concerns and develop a reasonable program for improvement. (Reference Section I: Performance Ratings and Probation.)
  - b. Written documentation will be provided to the employee, Association President and Human Resources Supervisor.
3. The first observation for a certificated staff member new to the District shall be made within the first ninety (90) calendar days of commencement of their employment. A formal observation of at least thirty (30) minutes duration is required. The observation scripts will be sent to the employee and the Human Resources Supervisor within ten (10) working days of the observation. The remaining observations will follow the procedures for Comprehensive evaluations and be completed by May 15 of the school year.

### **SECTION C. Responsibility for Evaluation**

1. Itinerant certificated special services employees assigned to special education and state institution programs (Occupational Therapists, Physical Therapists, Speech Language Pathologists, Psychologists) shall be evaluated cooperatively by a district special education administrator and the building administrator.

2. Certificated staff members assigned to the Career and Technical Education (CTE) program shall be evaluated by the administrator in charge of CTE and/or the building administrator.
3. Certificated staff members assigned to more than one building shall be evaluated by the principal or assistant principal of their primary assignment building, in consultation with the administrator(s) of the other building(s).
4. All other certificated staff members/support personnel shall be evaluated by the principal or designated administrator of the building where they are assigned.
5. Any observation conducted for the purpose of collecting evidence for the summative performance rating is considered a formal observation. Formal observations require a script be given to the employee within ten (10) working days. In lieu of scripts, appropriate artifacts can be used as evidence for Professional Collaboration and Communication Dimension indicators.

#### **SECTION D. General Evaluation Procedures**

1. Each school year the evaluation process begins with the teacher completing a self-reflection based on using CEL 5D+ Framework Teacher Evaluation Rubric or appropriate professional standards. All self-evaluation tools are for the sole purpose of discussion with the employee's evaluator and remain the property of the employee, unless the employee chooses to share a copy with his or her evaluator.
2. Procedures specific to CEL 5D+ Framework
  - a. Criterion Performance Scoring:  
Each criterion shall be rated based on the components in that criterion using a preponderance of the evidence collected throughout the year.
  - b. Evidence:  
The district philosophy through the adopted CEL 5D+ Framework is intended to seek evidence through observation. It is in the spirit of this framework philosophy, that the classroom teacher and evaluator will put the focus on observational evidence rather than artifacts.
  - c. Comprehensive Evaluation Scoring:  
A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

8-14	Unsatisfactory
15-21	Basic
22-28	Proficient
29-32	Distinguished

The final summative score, including the student growth score, must be determined by an analysis of evidence. The analysis will be based on a holistic assessment of the teacher's performance over the course of the year.

d. Student Growth Measures:

At the beginning of the year, the teacher and evaluator shall discuss and agree upon student growth measures and student growth goals to be used for the year. Student growth data will be taken from multiple sources in the same school year and must be appropriate and relevant to the teacher's assignment. Student achievement data that does not measure growth between two points in time shall not be used to calculate a teacher's student growth criterion score.

e. Student Growth Rubric:

For a comprehensive evaluation, evaluators add up the raw score on the student growth components and the employee is given a score of low, average or high based on the rating categories below:

5-12	Low
13-17	Average
18-20	High

f. Low Student Growth Score:

Within two months of receiving the low student growth score or at beginning of the following school year, whichever is later, one of the following must be initiated by the evaluator:

- i. examine student growth data in conjunction with other evidence including observations and other student and teacher information based on appropriate classroom, school, district and state-based tools and practices;
- ii. examine extenuating circumstances which may include one or more of the following: goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;

- iii. schedule monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation; or
- iv. create and implement a professional development plan to address student growth areas.

g. **Focused Evaluation Scoring:**

The summative performance rating for the teacher on a Focused evaluation shall be the rating for the criterion selected that year, including any chosen student growth criterion. A summative score is determined through the scoring of the instructional framework using preponderance of evidence and student growth rubrics for the criterion selected. If criterion 3, 6 or 8 is selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5 or 7 is selected, evaluators will use criterion 3 or 6 for student growth rubrics.

Although a teacher will be required to demonstrate knowledge and skills on the student growth components, there will not be a separate student growth score for a focused evaluation.

- 3. Procedures specific for non-typical certificated employees (Occupational Therapists, Physical Therapists, Speech Language Pathologists, Psychologists, Counselors/Interventionists, Library Media Specialists, Deans of Students, Teachers On Special Assignment)
  - a. **Performance Scoring:**  
Each professional standard shall be rated based on the agreed upon rubric using a preponderance of the evidence collected throughout the year.

## **Section E. Provisional Status**

- 1. Provisional status for teachers is defined in RCW 28A.405.220.
- 2. Teachers new to the profession or new to Washington public school teaching generally remain in provisional status for the first three years of their employment. Teachers new to the profession may be granted continuing status at the end of their second year.
  - a. If a second year provisional teacher is rated proficient or distinguished, the employee may move to continuing contract status and Focused evaluation. If a second year provisional teacher is rated unsatisfactory or basic, the employee may continue with a provisional status for one more year as determined by the evaluator.

- b. If a new teacher with less than two (2) years in one district in the Washington public school system moves from another district, the provisional status starts again.
- c. Teachers on continuing status in Washington public schools who move into a new district revert to provisional status for the first year of employment in the new district.

## **Section F. Support for Basic and Unsatisfactory Employees**

1. As soon as it is perceived that a certificated employee's performance may need additional support, intervention strategies shall be implemented. These may include:
  - a. peer mentoring
  - b. mentor teachers
  - c. instructional coach
  - d. Teacher On Special Assignment (TOSA) support
  - e. professional development
  - f. classroom visitation
  - g. framework specialist

## **Section G. Inquiry Cycle**

1. During each school year, all certificated employees shall be observed for the purposes of collecting evidence.
  - a. For certificated employees on the Comprehensive Evaluation, each inquiry cycle will include a minimum of two (2) observations.
  - b. For certificated employees on the Focused Evaluation, each inquiry cycle will include a minimum of two (2) observations.
  - c. The total observation time for each employee during each school year shall not be less than sixty (60) minutes.
2. New employees shall be observed at least once for a total observation time for a minimum of thirty (30) minutes during the first ninety (90) calendar days of their employment period. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety minutes.
3. The employee and evaluator shall meet for a pre-inquiry conference by October 31<sup>st</sup> to discuss/determine area(s) of focus and student growth goals. This can be done in a group setting with other employees. The



employee and evaluator shall meet for a post-inquiry/pre-inquiry conference by February 15<sup>th</sup>. Employee and evaluator will meet for second post inquiry conference prior to the May 15<sup>th</sup> summative scoring deadline.

4. For formal observations, the principal or other evaluator shall provide documentation of the evidence observed to the employee within ten (10) working days.
5. The evaluator may conduct additional informal, unscheduled observations above and beyond these formal observations. Any significant concerns determined by the evaluator shall be communicated in writing to the employee as soon as possible or within ten (10) working days.

## **SECTION H. General Evaluation Procedures**

1. Certificated staff members are subject to evaluation in their total assignment but will not be placed on probation or a plan of improvement based on knowledge of content or curriculum when the staff member is assigned a subject outside his or her certificated endorsement or outside of the subjects, curriculum or grade levels the teacher has taught in recent years. Staff members will not be evaluated on tasks or activities that fall outside the employee's contractual responsibilities.
2. No evaluation will be made without following the minimum observation and/or monitoring as stated herein. Employee and evaluator will schedule the initial observation. Subsequent observations are not required to be scheduled.
3. Any reports, complaints, comments, data or observations submitted to an evaluator by a third party shall be substantiated by the evaluator before being referenced in the written comments section of an evaluation report.
4. The process of evaluation is subject to the grievance procedure of this Agreement. The actual evaluation finding is not a grievable matter.
5. Nothing in this evaluation Article shall prohibit groups of certificated staff members from working with their administrators in mutually seeking and implementing innovative evaluation procedures, provided all provisions of this Article are followed.
6. All evaluations and evaluation conferences are to be completed annually. Such evaluations and conferences are to be completed no later than May 15 of the year in which the evaluation takes place.

7. After receiving an evaluation report which will be placed in the employee's personnel file, the certificated staff member may submit signed comments concerning his/her evaluation report which shall be attached to the report in his/her personnel file.
8. If the administrator contemplates recommending that a certificated staff member be placed on probation, a complete Comprehensive evaluation report shall be given to the employee at least ten (10) working days before the recommended probation period begins. Probation shall be administered in accordance with state law in Article VI Section I.
9. Employees receiving an Unsatisfactory or Basic on an overall Comprehensive evaluation may request an intervention to be jointly developed and monitored by the employee and the evaluator. The employee shall receive written feedback on progress toward improvement. An employee may request an Association member also attend any meeting to discuss this feedback.
10. Within the scope of the adopted evaluative criteria, all employees shall be guaranteed the right and accept the responsibility to use multiple instructional modalities and techniques in delivery of instruction as appropriate to meet individual needs of students. Any employee may challenge a perceived lack of permissible flexibility in instructional modalities and techniques by discussions in pre-conference and post-conference meetings with his or her evaluator. (See also Article IV, Section C.)

## **SECTION I.**

1. The evaluating administrator shall complete the Comprehensive Summative Performance Rating and deliver one copy to the employee and one copy to Human Resources Supervisor no later than May 15th of each school year.
2. Basic is not to be considered a negative mark for evaluation purposes unless it becomes a perpetual mark that characterizes lack of effort towards improvement.
3. When an area of deficiency has been identified, the evaluator must address the criteria of concern(s) with the employee, allowing time to make appropriate changes/growth before a final Summative Performance Rating is completed.

4. All performance ratings are derived from a preponderance of evidence based on rubric language. Rubric language will guide the improvement required.
5. At any time after October 15th, an employee whose work is not judged to be satisfactory based on district evaluation criteria shall be notified in writing of the specific areas of deficiencies. The evaluator and employee will create a reasonable program for improvement. The Comprehensive Summative Evaluation performance ratings that require a reasonable program for improvement are:
  - a. Unsatisfactory; or
  - b. Basic if the classroom teacher is a continuing contract employee with more than five (5) years of teaching experience and if the Basic Comprehensive Evaluation performance rating has been received for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period.
    - i. During the period of probation, the employee may not be transferred from the supervision of the original evaluator. A probationary period of sixty (60) school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15<sup>th</sup> of the same school year. The probationary period may be extended into the following school year if the probationer has five (5) or more years of teaching experience and has a Comprehensive evaluation performance rating as of May 15<sup>th</sup> of Unsatisfactory.
    - ii. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency.
      - (a) During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.
      - (b) The evaluator may authorize one (1) additional certificated evaluator to evaluate the probationer and to aid the employee in improving his or her areas of deficiency.
      - (c) The probationer may request that an additional certificated evaluator assigned by the Olympic Educational Service District selected from a list of evaluation specialists.
      - (d) The probationer must be removed from probation if he or she has demonstrated improvement to the satisfaction of the

evaluator in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement

- (e) Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer, constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.
- c. When a continuing contract employee with five (5) or more years of experience receives a Comprehensive Summative Evaluation performance rating below Level 2 for two (2) consecutive years, the school district shall, within ten (10) days of the completion of the second Comprehensive Summative Evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.
- d. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year.

#### **SECTION J. Evaluation Criteria for Non-Typical Certificated Groups**

For the 2021-22 school year, the District will be using the 2020-21 evaluation tools for non-typical certificated employees. Prior to the beginning of the 2022-23 school year, the parties will meet to determine the evaluation tools moving forward.

## **ARTICLE VII. ADDITIONAL ROLES AND POSITIONS**

### **SECTION A. Student Teachers**

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

1. Every non-supervisory employee shall have the option to accept or reject a student teacher assignment.
2. Every employee who accepts a student teacher shall normally be given no less than twenty (20) days notice.
3. The District agrees that any and all money paid to the employee from the sponsoring college or university shall be retained by the employee.

### **SECTION B. Beginning Teacher Assistance Program**

The District and Association affirm the crucial importance of supporting teachers new to the Bremerton School District through an intentional, structured, consistent and funded Beginning Teacher Assistance Program. The District and Association shall plan and implement the Program through a joint committee chaired by the Association President and the curriculum administrator or their designees. The committee shall publish a plan by July 1 for the following school year. The plan shall include the following components, as a minimum: (a) a selection process for mentor teachers that includes both administrators and bargaining unit members; (b) a defined level of assistance for new teachers from mentor teachers; (c) stipends/compensation for mentor teachers and new teachers; (d) workshops for mentor teachers and new teachers; (e) use of substitutes to provide release time for mentor and new teachers; (f) tiered levels of support for new teachers from mentors, building level administration and central district curriculum/administration; and (g) a budget of at least \$10,000 from staff development funds.

### **SECTION C. Internship Programs**

The District may provide, upon application by an employee, an internship program, which will enable the employee to meet requirements for administrator credentials and/or qualifications for supervisory and other special positions. Application for internship programs shall be submitted to the Superintendent, in writing, at least thirty (30) calendar days prior to commencement of the requested internship program. Applications will be reviewed and candidates for internship will be interviewed by a panel of administrators appointed by the Superintendent.

## **SECTION D. Head Teachers/Substitute Administrators**

The purposes for utilizing head teachers in each building where there are no assistant principals are to identify the building administrator in the event of the prolonged absence of the principal. Head teachers shall be identified by the building principals. The District will provide a substitute or replacement for the person assuming the duties and responsibilities of the absent principal, as necessary. Each elementary building will be allocated one head teacher stipend as identified in Appendix B-1, which can be split if the principal identifies more than one head teacher. At the secondary level, substitute administrators will be paid per diem at the first step of the assistant principal's salary schedule.

## **SECTION E. Classroom Teacher as Substitute**

The District shall use reasonable efforts to hire a substitute for an employee who is absent more than one-half (1/2) day before another employee will be used as a substitute. If a secondary classroom teacher is assigned during his/her planning time to substitute for another employee, he/she will be paid at the hourly rate of \$40.00 while so assigned as a substitute. The District agrees that in an emergency situation, students may be assigned to other teachers who shall be responsible for such students. Each such teacher shall be paid \$10.00 per student per day. When an elementary teacher assumes the full responsibility for the students of an absent teacher for thirty (30) minutes, he/she shall receive \$25.00 for each thirty (30) minute increment (including music, P.E, and elementary librarians).

Each building shall annually discuss a plan for covering classes when substitutes are not available. The District further agrees to attempt to equalize required assignment of substitute duties among available teachers.

## **SECTION F. Instructional Council**

The District shall maintain an Instructional Council in accordance with the instructional materials state law and Board Policy 2020.

## **SECTION G. Intervention Programs**

Employees in District-sponsored intervention programs that provide additional planned instruction outside the regular workday to help students succeed (e.g., Tier 2 or 3 RTI interventions) shall be paid their per diem rate of pay. For every hour of instruction, ten (10) minutes of planning time shall be paid at the same per diem rate.

## **ARTICLE VIII. LEAVES**

### **SECTION A. Adoption Leave**

An employee receiving a child through legal adoption shall be granted, upon request, up to five (5) 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.

An employee may use up to an additional fifteen (15) days of accrued sick leave for adoption leave during the first twelve months following the adoption.

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

### **SECTION B. Civic Responsibility Leave**

#### **1. Jury Duty**

Jury Duty is a civic responsibility. If summoned, and if the employee serves, the employee will be granted leave in accordance with state law and Board Policy 5408. Employees shall request leave through normal leave procedures and submit a copy of a juror certificate upon completion of service. If excused from service during the middle of a workday, employees shall call their supervisor to see if a return to work is necessary.

#### **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 District 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 District 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. Military Leave**

1. Military leave shall be granted as required by law.

2. It shall be the policy of the District to reinstate an employee immediately upon his/her return from military service if it is his/her desire and a vacancy he/she is qualified for exists.

#### **SECTION D. Personal Leave**

1. The intent of personal leave is to provide opportunities to be excused from work for individual circumstances that are unique to an employee and not a general need of all employees. Our goal is to minimize the impact of such absences on the education of students.
2. Each employee shall earn two (2) days personal leave per school year without deduction of salary. For part-time employees and employees employed less than a full school year, personal leave shall be prorated by FTE. Personal leave shall not be requested for absences less than one-half (1/2) day in duration.
3. Personal leave will be granted on a first-come first-serve basis. Up to twelve (12) staff will be granted personal leave district-wide per day (no more than two (2) per building or three (3) per MVMS, WHSA, and BHS). 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.
4. At the end of each school year, employees may trade each unused day for one day paid at the curriculum rate per personal day traded in and/or roll over unused days to the following year and accumulate a maximum of five (5). The District shall notify employees of their unused leave on monthly pay warrants and provide an opportunity prior to the last day of school for employees to make this selection by July 1.

#### **SECTION E. Professional Leave**

1. The District 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 District may provide released time and financial reimbursement for employees' attendance at conventions, institutions, workshops and other meetings designed to accomplish the foregoing purposes. Professional leave may 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.

## **2. Administration of Professional Leave**

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

### **SECTION F. Sick Leave (Illness, Injury and Emergency Leave)**

- 1. During each year of employment, an employee shall be granted twelve (12) days of sick leave in advance. Absence 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. An employee who transfers to the District from another school district may transfer all his/her accumulated sick leave.
- 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 pro rated to their FTE status.
- 3. Illness of five or more consecutive days must be verified by a written statement of physician filed with the Human Resources Office.
- 4. An employee who has used all cumulative sick leave and is receiving Labor and Industries benefits is eligible to receive twenty (20) additional days with differential pay equal to the employee's daily rate (total contract salary divided by total number of contract days) less the employee's Labor and Industries benefits. Such additional leave benefit is non-accumulative.
- 5. Upon employee request, the District shall report accumulated sick leave for credit with the Washington State Teacher's Retirement System.
- 6. The District shall provide sick leave "cash-out" benefits by Board Policy.
- 7. The District 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 District, the cost of such assessment shall be paid by the District.

8. Employees may use accrued sick leave to care for children with a health condition requiring treatment or supervision as defined in state law and regulations.
9. An employee may use up to fifteen (15) days of accrued sick leave for adoption leave or non-birth giving leave within the first twelve months of the child's birth or coming home.
10. Any certificated employee may transfer accrued sick leave above one-hundred seventy-six accrued hours to another employee whose sick leave accrual has been exhausted. 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 and Article VIII, Section F (Sick Leave).
11. Employees may use two (2) days of sick leave for emergency purposes. The problem must be suddenly precipitated, must be of such a nature that preplanning is not possible or where preplanning cannot relieve the necessity for the absence. The problem cannot be of minor importance or of mere convenience.
12. Pregnant employees whose work site has been identified by the health department as presenting a serious health risk to the unborn child may use sick leave or accept an alternate temporary position identified by the District.

#### **SECTION G. Paid Family and Medical Leave (PFML)**

Employees will be provided Paid Family and Medical Leave (PFML) benefits in accordance with state law.

The District will annually notify employees about the benefits available under PFML. The District shall provide eligible employees with a known qualifying event a written statement of their rights regarding PFML.

The employee must apply for PFML through the state Employment Security Department (ESD) and the ESD will determine both eligibility and the amount of benefits. All provisions of this section will be implemented and administered consistent with the provision of Title 50A RCW and corresponding administrative rules.

#### **SECTION H. Family Medical Leave Act (FMLA)**

Employees are eligible for FMLA pursuant to federal law and Board Policy 5404.

## **SECTION I. 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 J. Disability Leave Including Maternity Leave**

An employee requesting disability leave shall give written notice to the District at least four (4) weeks 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 VIII, Section F. 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 I 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.

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

## **SECTION K. 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 District 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 February 1 of the leave year.
- e. The three (3) year requirement in subsection 2.a., may be waived in the event of a disability leave, or a reduction in force, or, in the judgment of the Board the cause(s) is (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 childcare, or to serve in Association or Association affiliate 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 in the District.
- 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 L. 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. A reasonable amount of Association leave will be granted based on frequency, timing and

quantity. A preliminary plan will be presented by the President to the Superintendent at the beginning of each school year. The Superintendent shall notify immediate supervisors of such approved leave. Such leave shall be granted for not less than one half (1/2) day increments.

2. The Association will reimburse the District for payment of average regular substitute salary costs for employees granted Association leave, except no reimbursement shall be required for up to five (5) days per year for Association delegates attending the Washington Education Association Representative Assembly. The District will bill the Association for such reimbursement semi-annually, as of December 31, and June 30.
3. Employees representing the Association shall be able to utilize Association leave for the purpose of improving the employment relationship between the parties.
4. In addition to the above, Association Leave may be granted for employees serving in Association leadership positions (i.e. Association President) with reimbursement from the Association for the employee's salary and benefits. Such leave will be granted without loss of compensation, benefits, leave or retirement credit to the employee. The parties shall attempt to prevent impact on the classroom program continuity in considering such leave. Upon return from leave, the employee shall be returned to his or her former position, subject to the assignment and reduction in force provisions of this agreement.

## **ARTICLE IX. EMPLOYEE COMPENSATION**

### **SECTION A. General Provisions**

1. All employees will be paid and placed on the attached salary schedule according to state regulations for degrees, credits and years of experience.
2. When initially employed, all employees without an official transcript will be placed at the BA + 0 credits column on the salary schedule. Appropriate salary adjustments will be made at the time official transcripts are received in the Human Resources Office.
3. No advancement on the salary schedule shall be made unless the appropriate documentation (degree document, official transcripts and/or experience verification) has been received and approved by the Human Resources Office prior to October 1. If appropriate documentation is unavailable by October 1 and the employee has submitted an official statement from a college/university registrar acknowledging successful course completion or a term grade report prior to October 1, it shall be the employee's responsibility to provide the appropriate documentation before January 1.
4. OT/PT/SLP, and School Psychologists will be placed on the salary schedule at the appropriate level based on the laws and regulations that applied during the 2017-18 school year without restrictions on the number of years credit earned.
5. For the 2022-23 school year, the base salary shall be increased by the state-funded inflationary adjustment (IPD), plus .5%. For the 2023-24 school year, the base salary schedule shall be increased by the state-funded inflationary adjustment (IPD), plus 1%.

### **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. An employee whose first contracted day is September 1 shall be paid her/his first warrant on the September payroll date.

Payment shall be issued to the employee on the last banking day of the month by direct deposit.

2. Should the employee's contract be terminated prior to the completion of said school term or should he/she be absent from work contrary to the provisions

of this Agreement or without other authorization by the Board, or its agents, the District reserves the right to make a prorated deduction in salary. The employee shall receive a total salary which bears the same ratio to the whole salary specified herein as to the number of days actually worked by the employee plus authorized absences bear to the total number of actual work days specified in the contract, provided that if said employee resigns or vacates his/her position prior to the close of the school term as specified in the contract without the consent of said District, no compensation shall be paid for the time not worked and the employee shall forfeit as liquidated damages one-half (1/2) of one-twelfth (1/12) of the annual salary specified therein.

3. The following shall be the procedures for overpayment/underpayment of an employee's contracted salary as a teacher/support person. If the employee recognizes the error, it is the employee's responsibility to immediately notify the Human Resources Supervisor in writing.

If the District recognizes the error, the Human Resources Supervisor will immediately notify the employee in writing.

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

If the error is an overpayment, the Human Resources Supervisor 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.

Errors in underpayment and overpayment of employee salaries based on salary schedule misplacement shall be corrected retroactively to the first day of the fiscal year in which the District had actual knowledge of the error. Claims for back pay or recoupment of overpayments based on salary schedule misplacement shall be limited to this same period of time.

4. Payment for supplementary positions shall be made in the months the work is actually performed. If the warrant reflects an overpayment/underpayment for supplementary positions, the procedures above will be effective only if the building principal/immediate supervisor has provided needed information at least one (1) month prior to the payroll date. If the error has been caused by lack of information to the Human Resources Supervisor, the adjustment will be made in the next payroll, not necessarily the next pay warrant.
5. All compensation owed an employee whose services with the District are terminated shall be paid in the next payroll, not necessarily the next pay warrant.

## **SECTION C. Payroll Deductions**

1. **Payroll Deductions** - The District shall make payroll deductions for United Way contributions, annuities, WEA-PAC membership, NEA-PAC contributions, Washington School Employees' Credit Union, U.S. Savings Bonds and insurance plans or other programs jointly approved by the Association and the District.
2. **Errors and/or Refunds** - The District shall not be responsible for collecting any dues or payroll deductions not authorized to be deducted.

## **SECTION D. Supplemental Salary Schedules**

- 1 **Supplemental Positions.** Supplemental positions which require a professional education certificate will be paid at the rates and stipends listed in Appendix B-1. With the exception of the Elementary and Secondary Music Coordinators, all work performed in these positions must be performed outside the employee's 7.5 hour workday. During the specific activity season, the persons holding these positions may report to supplemental position duties immediately following the student day provided they report to work at least one (1) hour before the student day commences.
2. **Summer School or Extended Learning Positions.** Summer school or extended learning assignments shall be paid on an hourly basis at per diem. The per diem hourly rate is calculated by taking that year's annual base salary the Employees qualifies for and dividing it by the number of contracted days and dividing that result by 7.5.

## **SECTION E. Insurance Benefits**

The District shall provide basic and optional benefits through the School Employees Benefits Board (SEBB) under the rules and regulations adopted by the SEBB.

## **SECTION F. Workmen's Compensation**

If any employee is injured on the job, the employee should immediately confer with his/her immediate supervisor for procedures for time-loss compensation and/or sick leave benefits. The District will assist an employee in filing an L & I compensation report, including how to fill out the appropriate forms when requested.

## **SECTION G. Travel Reimbursement**

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

The principal's or immediate supervisor'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 H. Comprehensive School Improvement Plan (CSIP) Day**

During the learning improvement day on which schools develop their comprehensive school improvement plans (CSIP), part-time employees shall be offered the opportunity to work the full day beyond their pro-rated contracts by documenting additional hours on a timesheet. The additional hours shall be paid at the employee's hourly per diem rate.

#### **SECTION I. Advanced Certification for SLP, OT, PT and School Psychologists**

The following advanced certifications shall be recognized by a \$500.00 annual stipend:

Speech Language Pathologist	Certificate of Clinical Competence
Occupational Therapist	National Board Certification for Occupational Therapy
Physical Therapist	National Physical Therapist Examination
School Psychologist	National Association of School Psychologists

#### **Section J. Early Notification of Retirement**

The District shall provide a stipend for employees who provide the District with early notification of their resignation for either retirement or separation of employment purposes. In order to receive the \$1000 stipend, employees must submit written notification to the Human Resources Office by 4:30 pm. the last workday in January. In order to receive the \$500 stipend, the employees must submit written notification to the Human Resources Office by 4:30 pm the last workday in February. The purpose of the stipend is to compensate employees for the extra time required to organize and remove personal effects prior to leaving the District.

## **ARTICLE X. 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 E 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. After a written statement of grievance is filed, 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.

1. The District and the Association must mutually agree to submit a grievance to mediation.
2. 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.
3. 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.
4. The fees and expenses of the mediator shall be shared equally by the parties.
5. 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 XI. DURATION AND CONTRACT MODIFICATION**

### **SECTION A. Duration and Reopeners**

This Agreement shall be effective from September 1, 2021, to August 31, 2024.

Upon the request of either party, the District and Association may reopen this agreement to bargain changes in wages, hours and working conditions required to conform with changes in state or federal law.

The parties have a joint commitment to fiscal responsibility and integrity in supporting the decisions made in this collective bargaining agreement, including decisions on compensation and workload that may impact overall certificated staffing in the District.

### **SECTION B. Entire Agreement**

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

### **SECTION C. Duty to Negotiate**

The District agrees to notify the Association of any contemplated changes in policies and/or practices not covered by this Agreement that affect wages, hours, terms and conditions of employment. Such notification shall be in writing and addressed to the President of the Association. This Agreement shall be reopened to bargain the proposed changes, as defined above, at the request of either party, in writing, pursuant to RCW 41.59.

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

BREMERTON SCHOOL DISTRICT NO. 100-C

\_\_\_\_\_  
Jonee Dubos  
President, Board of Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Aaron Leavell, Ed.D., Superintendent

\_\_\_\_\_  
Date

BREMERTON EDUCATION ASSOCIATION

\_\_\_\_\_  
Greg Raymond, President  
Bremerton Education Association

\_\_\_\_\_  
Date

## Appendix A

### 2021-2022 Salary Schedule

#### 21-22 Base Salary Schedule 183 days

STEP	BA-0	BA-15	BA-30	BA-45	BGM-90	MA-45	MA-90
0	\$55,036	\$56,522	\$58,062	\$59,606	\$65,983	\$70,936	\$74,129
1	\$56,274	\$57,794	\$59,368	\$60,947	\$67,468	\$72,533	\$75,798
2	\$58,835	\$59,094	\$60,704	\$62,318	\$68,985	\$74,164	\$77,502
3	\$57,540	\$60,424	\$62,070	\$63,721	\$70,537	\$75,833	\$79,246
4	\$58,835	\$61,784	\$63,467	\$65,155	\$72,125	\$77,539	\$81,030
5	\$59,721	\$63,174	\$64,895	\$66,620	\$73,748	\$79,284	\$82,853
6	\$60,159	\$64,595	\$66,355	\$68,119	\$75,407	\$81,068	\$84,718
7	\$61,513	\$66,049	\$67,848	\$69,652	\$77,104	\$82,891	\$86,623
8	\$62,896	\$67,535	\$69,375	\$71,219	\$78,838	\$84,757	\$88,572
9	\$64,311	\$67,535	\$70,935	\$72,822	\$80,612	\$86,664	\$90,565
10	\$64,311	\$67,535	\$70,935	\$74,460	\$82,426	\$88,614	\$92,603
11	\$64,311	\$67,535	\$70,935	\$76,136	\$84,281	\$90,608	\$94,686
12	\$64,311	\$67,535	\$70,935	\$76,136	\$86,177	\$92,646	\$96,817
13	\$64,311	\$67,535	\$70,935	\$76,136	\$88,117	\$94,731	\$98,955
14	\$64,311	\$67,535	\$70,935	\$76,136	\$90,098	\$96,862	\$101,222
15	\$64,311	\$67,535	\$70,935	\$76,136	\$91,113	\$97,952	\$105,778
16	\$64,311	\$67,535	\$70,935	\$76,136	\$92,126	\$99,042	\$110,333



**Appendix B-1: Supplemental Positions and Stipends**  
**See Article IX, Section D**  
**2021-2022**

<b>Grade Level</b>	<b>Position</b>	<b>Stipend Amount</b>
Elementary K-5	LE Team Member (5)	\$2,100
	ER Team Member (5)	\$2,100
	Head Teacher	\$1,847
	Testing Coordinator	\$1,155
	Discretionary per Leadership Team	\$4,617
WH STEM K-8	Discretionary per Leadership Team	\$6,925
	Yearbook Advisor	\$1,500
	LE Team Member (6)	\$2,100
	ER Team Member (6)	\$2,100
Grades 6-8	6-8 Band	\$3,463
	6-8 Vocal	\$2,540
	6-8 Orchestra	\$808
	Drama (1 performance)	\$1,732
	6-8 ASB Advisor	\$2,193
	6-8 Yearbook Advisor	\$1,732
	LE Team Member (6)	\$2,100
	ER Team Member (6)	\$2,100
	Discretionary per Leadership Team	\$4,617
	9-12 Band	\$9,467
	Band Post-Season Performances	\$57/game
Grades 9-12	9-12 Vocal	\$4,329
	9-12 Orchestra	\$1,039
	Fall Drama Director	\$1,155
	Spring Musical Director	\$1,155
	Spring Vocal Director	\$577
	Spring Instrumental Director	\$577
	LE Team Member (9)	\$2,100
	ER Team Member (9)	\$2,100
	9-12 ASB Advisor	\$2,424
	Senior Class Advisor	\$1,212
	Junior Class Advisor	\$981
	Sophomore Class Advisor	\$347
	Freshman Class Advisor	\$347
	9-12 Yearbook Advisor	\$2,424
	Discretionary per SDLIT	\$6,925
Special Services	Itinerant Coordinator	\$4,271
Renaissance	Head Teacher	\$1,847
	Yearbook Advisor	\$1,500
	LE Team Member (1)	\$2,100
	ER Team Member (1)	\$2,100

## APPENDIX B-2: CERTIFICATED HOURLY RATES

Curriculum rate is the hourly rate of the BA-0, Step-0 cell on the salary schedule.

<u>RATE NAME</u>	<u>DESCRIPTION</u>	<u>HOURLY RATE</u>
District-hosted/sponsored Training	Paid to certificated staff participating in a District-hosted training that occurs on non-workdays.	Curriculum
Preparation and Presentation of District-hosted Training	<p>Pay to staff member for work outside of the normal workday at the rate of 30 minutes for every 1 hour of formal presentation time at District-hosted training.</p> <p>Pay to staff member for time spent presenting at a District-hosted training that occurs on non-work days.</p>	Per Diem

Benefits and payroll taxes on these rates are subject to change due to mandates of state and federal law. These amounts will be published to employees and administrators at the beginning of each school year.



APPENDIX C

## Certificated Teacher Comprehensive Summative Scoring Document Framework: UW-CEL 5D+

Teacher: _____	Grade Level(s): _____	<b>Unsatisfactory</b>	<b>Basic</b>	<b>Proficient</b>	<b>Distinguished</b>
School: _____	School Year: _____				
Evaluator: _____	Date: _____				
<b>Criteria 1: Centering instruction on high expectations for student achievement</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
P1 : Learning target(s) connected to standards					
P4: Communication of learning target(s)					
P5: Success criteria					
CEC2: Learning routines					
Using your district-determined method, enter the criterion score to the right.		<b>Criterion Score</b> <span style="font-size: 2em; vertical-align: middle;">➔</span>			

<b>Criterion 2: Demonstrating effective teaching practices</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
SE1: Quality of questioning				
SE4: Opportunity and support for participation and meaning making				
SE5: Student talk				
CP5: Use of scaffolds				
Using your district-determined method, enter the criterion score to the right.	<b>Criterion Score</b> <span style="font-size: 2em; vertical-align: middle;">➔</span>			



APPENDIX C

Teacher: _____ Date: _____			Unsatisfactory	Basic	Proficient	Distinguished
Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs			1	2	3	4
SE2: Ownership of learning						
SE3: Capitalizing on students' strengths						
CP4: Differentiated instruction for students						
A4: Teacher use of formative assessments						
Student Growth Criteria 3: Recognizing individual student learning needs and developing strategies to address those needs.	3.1: Establish Student Growth Goal(s)	<div> <div>These scores will be transferred to the Student Growth Impact Rating chart on Page 5.</div> <div>→</div> </div>				
	3.2: Achievement of Student Growth Goal(s)					
Using your district-determined method, enter the criterion score to the right.			Criterion Score		→	

Criterion 4: Providing clear and intentional focus on subject matter content and curriculum	1	2	3	4
P2: Lessons connected to previous and future lessons, broader purpose and transferable skill				
CP1: Alignment of instructional materials and tasks				
CP2: Teacher knowledge of content				
CP3: Discipline-specific teaching approaches				
P3: Design of performance and resources				
Using your district-determined method, enter the criterion score to the right.	Criterion Score			→




APPENDIX C



		Unsatisfactory	Basic	Proficient	Distinguished
Teacher: _____ Date: _____					
<b>Criterion 5: Fostering and managing a safe, positive learning environment</b>		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
CEC1: Classroom arrangement and resources					
CEC3: Use of learning time					
CEC4: Student status					
CEC5: Norms for learning					
Using your district-determined method, enter the criterion score to the right.		Criterion Score			

<b>Criterion 6: Using multiple student data elements to modify instruction and improve student learning</b>			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
A1: Student self-assessment						
A2: Student use of formative assessments over time						
A3: Quality of formative assessment methods						
A5: Collection systems for formative assessment data						
<b>Student Growth Criteria 6:</b> Using multiple student data elements to modify instruction and improve student learning. (Student Growth Cycle)	<b>6.1: Establish Student Growth Goal(s)</b>	  These scores will be transferred to the <i>Student Growth Impact Rating</i> chart on Page 5.				
	<b>6.2: Achievement of Student Growth Goal(s)</b>					
Using your district-determined method, enter the criterion score to the right.			Criterion Score			



APPENDIX C

Teacher: _____ Date: _____			Unsatisfactory	Basic	Proficient	Distinguished
<b>Criterion 7: Communicating and collaborating with parents and the school community</b>			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
PCC2: Communication and collaboration with parents and guardians						
PCC3: Communication within the school community about student progress						
Using your district-determined method, enter the criterion score to the right.			Criterion Score			

Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning			1	2	3	4
PCC1: Collaboration with peers and administrators to improve student learning						
PCC4: Support of school, district and state curricula, policies and initiatives						
PCC5: Ethics and advocacy						
<b>Student Growth Criteria 8:</b> Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning	<b>8.1: Establish Team Student Growth Goal(s)</b>	<div style="border: 1px solid red; padding: 5px; display: inline-block;">           These scores will be transferred to the <i>Student Growth Impact Rating</i> chart on Page 5.         </div> 				
Using your district-determined method, enter the criterion score to the right.			Criterion Score			



APPENDIX C

## Scoring

Teaching Criteria				Overall Criterion Scores (1, 2, 3, or 4)
Criterion 1: Centering instruction on high expectations for student achievement				
Criterion 2: Demonstrating effective teaching practices				
Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs				
Criterion 4: Providing clear and intentional focus on subject matter content and curriculum				
Criterion 5: Fostering and managing a safe, positive learning environment				
Criterion 6: Using multiple student data elements to modify instruction and improve student learning				
Criterion 7: Communicating and collaborating with parents and school community				
Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning				
<b>Summative Teaching Criteria Score</b>				
<b>Preliminary Summative Rating</b> (State determined scoring bands)	<b>Unsatisfactory</b> <input type="checkbox"/> 8 - 14	<b>Basic</b> <input type="checkbox"/> 15 - 21	<b>Proficient</b> <input type="checkbox"/> 22 - 28	<b>Distinguished</b> <input type="checkbox"/> 29 - 32

### Student Growth Rubric Rating

Each Student Growth Element (3.1, 3.2, 6.1, 6.2 & 8.1) must be rated.

**Any student growth score of "1" will result in an inquiry.**

Student Growth Impact Rating (Enter scores from 3.1, 3.2, 6.1, 6.2, and 8.1)			
Student Growth	Goal-Setting Score Based on Rubric (1, 2, 3, or 4)	Student Growth Score Based on Rubric (1, 2, 3, or 4)	Total Student Growth Score
Criterion 3	(3.1)	(3.2)	
Criterion 6	(6.1)	(6.2)	
Criterion 8	(8.1)	N/A	
Overall Student Growth Criteria Score (Add student growth scores)			
Student Growth Impact Rating Scale		<div> <div>Low</div> <input type="checkbox"/> 5 - 9 </div> <div> <div>Average</div> <input type="checkbox"/> 10 - 14 </div> <div> <div>High</div> <input type="checkbox"/> 15 - 20 </div>	
Student Growth Inquiry Needed? A "Low" overall student growth score or any student growth element score of "1" will result in an inquiry. (WAC 392-191A-100)		<input type="checkbox"/> Yes	<input type="checkbox"/> No



APPENDIX C

Final Summative Rating

It is my judgment that during the evaluation period covered in this report, the certificated employees overall performance has been:

Preliminary Summative Rating	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished
Student Growth Rating	<input type="checkbox"/> Low	<input type="checkbox"/> Average	<input type="checkbox"/> High	

<b>NOTE:</b> A <i>Distinguished</i> preliminary summative rating with a <b>LOW</b> student growth score will result in a final summative rating of <i>Proficient</i> . This is the only time a summative evaluation rating will change.				
Final Summative Evaluation Rating	<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished

Evaluator Comments:

Both signatures required. Signing of this instrument acknowledges participation in but not necessarily concurrence with the evaluation. (Attach teacher comments if desired.)

Evaluator Signature:	_____	Date:	_____
Employee Signature:	_____	Date:	_____



# Certificated Teacher Focused Summative Scoring Document


## Criterion 1: UW-CEL 5D+

Teacher: \_\_\_\_\_ Grade Level(s): \_\_\_\_\_

District/School: \_\_\_\_\_ School Year: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

### Criteria 1: Centering instruction on high expectations for student achievement

	Unsatisfactory	Basic	Proficient	Distinguished
	1	2	3	4
P1 : Connection to standards, broader purpose and transferable skill				
P4: Communication of learning target(s)				
P5: Success criteria and performance task(s)				
SE3: Work of high cognitive demand				
CEC3: Discussion, collaboration and accountability				
<b>Student Growth: Use EITHER 3 or 6; do not use both.</b>				
<b>Student Growth Criteria 3:</b> Recognizing individual student learning needs and developing strategies to address those needs.	3.1: Establish Student Growth Goal(s)			
	3.2: Achievement of Student Growth Goal(s)			
<b>Student Growth Criteria 6:</b> Using multiple student data elements to modify instruction and improve student learning. (Student Growth Cycle)	6.1 Establish Student Growth Goal(s)			
	6.2: Achievement of Student Growth Goal(s)			
<b>Any student growth score of “1” will result in an inquiry. (WAC 392-191A-100)</b>				
Using your district-determined method, enter the criterion score to the right.		Criterion Score 		

## Appendix D-SAMPLE

All Criterion (1-8) can be found at [www.bremertonschools.org](http://www.bremertonschools.org) under “Employee Forms”

### Final Summative Rating

It is my judgment that during the evaluation period covered in this report, the certificated employees overall performance has been:

1	2	3	4
<input type="checkbox"/> Unsatisfactory	<input type="checkbox"/> Basic	<input type="checkbox"/> Proficient	<input type="checkbox"/> Distinguished

Growth Inquiry: Any student growth scores of “1” will result in an inquiry. (WAC 392-191A-100)	Student Growth Inquiry Needed?	
	<input type="checkbox"/> YES	<input type="checkbox"/> NO

Evaluator Comments:

Both signatures required. Signing of this instrument acknowledges participation in but not necessarily concurrence with the evaluation. (Attach teacher comments if desired.)

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**APPENDIX E: COMPLAINT BY THE AGGRIEVED**

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 Human Resources

Association President  
Superintendent

Association Representative  
Grievant

## August (0)

Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

## September (21)

Mon	Tue	Wed	Thu	Fri
		1	2	3
6	K	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

## October (19)

Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

## November (19)

Mon	Tue	Wed	Thu	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

## December (13)

Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

## January (19)

Mon	Tue	Wed	Thu	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				



# Appendix F 2021-22 Academic Calendar

### All Wednesdays

will be 1 hour 55 minute early release

August 26 & 27..... Non-Student Days  
 September 1..... First Day of School  
 September 6..... Labor Day  
 September 7..... First Day of Kindergarten  
 October 11..... Non-School Day  
 October 29..... Non-Student Day  
 November 4 & 5... Parent/Student Conferences  
 November 11..... Veterans Day  
 November 25 & 26..... Thanksgiving Break  
 December 20 - 31..... Winter Break  
 January 17..... Martin Luther King Jr. Day  
 January 28..... Non-Student Day  
 February 18..... Possible Snow Make-Up Day  
 February 21..... President's Day  
 March 25..... Non-Student Day  
 March 31..... Parent/Student Conferences  
 April 1..... Parent/Student Conferences  
 April 4 - 8..... Spring Break  
 May 27..... Possible Snow Make-Up Day  
 May 30..... Memorial Day  
 June 2..... Renaissance Graduation  
 June 7..... Open Doors Graduation  
 June 10..... Bremerton High Graduation  
 June 17..... Last Day of School

### END OF REPORTING PERIODS

#### ELEMENTARY/SECONDARY: JANUARY & JUNE

August 26 & 27 Professional Development  
 Oct 29 .... Prof Learning/Assessment Day  
 Jan 28 ..... Prof Learning/Assessment Day  
 Mar 25..... Prof Learning/Assessment Day

### LEGEND

- Holiday and/or No School
- Student-Led Conferences-No School
- Non-Student Day/ Non-School Day

SNOW Snow Make-Up Day

First Day of School;  
 Early Release 1 hr. 55 min.

**K** First Day of Kindergarten

Last Day of School; Release  
 Time High School – 10:50 A.M.  
 Middle School – 11:35 A.M.  
 Elementary Schools – 12:35 P.M.

## February (18)

Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	Snow
21	22	23	24	25
28				

## March (22)

Mon	Tue	Wed	Thu	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

## April (16)

Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

## May (20)

Mon	Tue	Wed	Thu	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	Snow
30	31			

## June (13)

Mon	Tue	Wed	Thu	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	
20	21	22	23	24
27	28	29	30	

## July

Mon	Tue	Wed	Thu	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

## **Appendix G: Just Cause**

The concept of “just cause” requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators have articulated many definitions and explanations of “just cause” over the years, including, but not limited to the following tests:

1. Did the employer give the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
2. Was the employer's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the business?
3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer's investigation conducted fairly and objectively?
5. At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee in his or her service with the employer?

**Letter of Agreement  
Displacement due to Program Reduction**

Notwithstanding the language in Article V, Section J, an employee who has been involuntarily displaced due to program reduction will have a choice of vacancies for which the employee is qualified. In the event multiple employees have been displaced and wish to choose the same vacancy, the District may choose from among the interested employees.

BREMERTON SCHOOL DISTRICT NO. 100-C

/s/ Aaron Leavell

9.6.18

\_\_\_\_\_  
Aaron Leavell, Ed.D., Superintendent  
and Secretary to the Board of Directors

\_\_\_\_\_  
Date

BREMERTON EDUCATION ASSOCIATION

/s/ Greg Raymond

9.13.18

\_\_\_\_\_  
Greg Raymond, President

\_\_\_\_\_  
Date

## **Letter of Agreement WAKids**

The Washington Kindergarten Inventory of Developing Skills (WAKids) is a requirement for all kindergarten teachers. The purpose of this letter of agreement is to describe the manner in which we can support our kindergarten teachers in the administration of this assessment. While the unintended consequences of this unfunded mandate increased teachers' workload, the District is committed to mediating this increased workload.

The parties agree that there will be a school-wide approach to the WAKids implementation. While we need to maintain consistency throughout the District, each building will, in conjunction with the kindergarten teachers and other certificated stakeholders design and document a plan to provide adult support to kindergarten teachers in the collection of data during the first week of school buildings should strive to make the process meaningful for students (e.g., collecting motor skill data through physical education staff, language data collection through SLP screening). The parties agree that the District's intent is not to add additional work responsibilities to the kindergarten teachers, but to find a method that is both effective and efficient.

A significant part of WAKids is reaching out to parents and providing them with support. In this regard our kindergarten teachers are expected to meet with families to help connect the family to the student's learning. As granted by OSPI, kindergarten teachers will have three non-student days at the beginning of the school year to initiate WAKids' assessment and perform the home/school connection.

OSPI is working on a more effective way to gather information under the new ESSA requirements.

The parties also agree to continue to communicate with OSPI regarding the usefulness of the WAKids Assessment.

BREMERTON SCHOOL DISTRICT NO. 100-C

/s/ Aaron Leavell

9.6.18

\_\_\_\_\_  
Aaron Leavell, Ed.D., Superintendent  
and Secretary to the Board of Directors

\_\_\_\_\_  
Date

BREMERTON EDUCATION ASSOCIATION

/s/ Greg Raymond

9.13.18

\_\_\_\_\_  
Greg Raymond, President

\_\_\_\_\_  
Date



# Letter of Agreement

The purpose of this Letter of Agreement is to set forth the following agreement between Bremerton Education Association and Bremerton School District for the 2021-22 school year. The parties agree to modify existing contract language as follows:

## ARTICLE I. ADMINISTRATION

### SECTION A. Recognition

The pay for substitute employees shall be not less than \$145.00 per day. On Wednesday, early release, the pay for substitute employees shall not be less than \$106.33. A Bremerton School District certificated retiree, who returns as a certificated substitute employee, shall be paid no less than \$165.00 per day. On Wednesday, early release, the pay for Bremerton School District certificated retiree shall not be less than \$121.00. After a substitute has worked twenty (20) consecutive days in the same assignment under contract or at the daily substitute rate, they shall be paid according to their salary schedule placement retroactive to their first day of employment in said position. If there is a break in service beyond the employee's control within the twenty (20) consecutive days, the employee may appeal the rate of pay to the Director of Human Resources for decision. When a substitute covers a class during a planning period, the substitute will be paid an additional proportionate amount of the substitute's daily rate (e.g. 1/6<sup>th</sup> more for teaching an additional period in a 6-period day).

The terms "employee" and "educational employee" shall mean any certificated employee, as defined in RCW 41.59, in an individually contracted position when used hereinafter in this Agreement and shall refer to all employees represented by the Association in the bargaining unit as defined above.

BREMERTON SCHOOL DISTRICT NO. 100-C

\_\_\_\_\_  
Aaron Leavell, Ed.D., Superintendent

\_\_\_\_\_  
Date

BREMERTON EDUCATION ASSOCIATION

\_\_\_\_\_  
Greg Raymond, President

\_\_\_\_\_  
Date



# Letter of Agreement

The purpose of this Letter of Agreement is to set forth the following agreement between Bremerton Education Association and Bremerton School District for the 2021-22 school year. The parties agree to add contract language as follows:

## Funding Protection

The District and Association agreed to increase compensation on the basis of the District's levy authority in 2021-24 as well as reliance on K-3 funding. If the legislature reduces the District's levy authority or changes how levy funds may be spent, or in the event of a double levy failure, the District and Association agree to meet and negotiate regarding the amount of compensation impacted by the legislative change. Similarly, if the District loses K-3 class reduction funding, the District and the Association agree to meet to negotiate regarding the amount of compensation impacted by the legislative change. Finally, if the legislature reduces the funding for a professional learning day in the 2021-24 school years, the parties agree to meet to negotiate regarding the amount of compensation impacted by the legislative change. Nothing bargained may violate compensation limitations imposed by state law or subject the District to a state funding penalty. If an agreement cannot be reached, the District shall have no obligation to continue supplemental pay in the amount impacted by the legislative or voter change.

BREMERTON SCHOOL DISTRICT NO. 100-C

\_\_\_\_\_  
Aaron Leavell, Ed.D., Superintendent

\_\_\_\_\_  
Date

BREMERTON EDUCATION ASSOCIATION

\_\_\_\_\_  
Greg Raymond, President

\_\_\_\_\_  
Date

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