

**COOPERATIVE WORKING AGREEMENT**

**between the**

**WEST SOUND TECHNICAL SKILLS CENTER  
EDUCATORS ASSOCIATION**

**and the**

**BREMERTON SCHOOL DISTRICT 100-C**

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

**MEMBERS OF THE NEGOTIATING TEAM**

Carol Bailie

Karen Horan

Anthony Sharpe

Garth Steedman

Shani Watkins

David Young

Eric Bockellie

Nils Rain

Contents

ARTICLE I. ADMINISTRATION ..... 6

    SECTION A. Recognition ..... 6

    SECTION B. Agreement Administration ..... 6

    SECTION C. Conformity to Law ..... 7

    SECTION D. Distribution of Agreement..... 7

    SECTION E. Contract Compliance..... 7

    SECTION F. Individual Employee Contracts ..... 7

    SECTION G. Unique Working Environments ..... 8

ARTICLE II. DUES DEDUCTION..... 9

    SECTION A: Termination ..... 9

ARTICLE III. RIGHTS OF DISTRICT AND ASSOCIATION ..... 10

    SECTION A. Association Rights..... 10

    SECTION B. Shared Decision Making..... 11

    SECTION C: Professional Development Committee..... 12

    SECTION D. No Strike/Lockout..... 13

    SECTION E. Leadership Team..... 13

ARTICLE IV. INDIVIDUAL EMPLOYEE RIGHTS ..... 15

    SECTION A. Rights of Employees in Bargaining Unit..... 15

    SECTION B. Non-Discrimination..... 15

    SECTION C. Academic Freedom and Instructional Flexibility ..... 15

    SECTION D. Due Process and/or Discipline..... 15

    SECTION E. Safe Working Conditions..... 17

    SECTION F. Open Observation ..... 17

    SECTION G. Staff Protection..... 18

ARTICLE V. GENERAL WORKING CONDITIONS..... 19

    SECTION A. Length of Work Day ..... 19

    SECTION B. Length of Work Year ..... 19

    SECTION C. Planning Time..... 20

    SECTION D. Extracurricular Activities..... 21

    SECTION E. Calendar ..... 21

    SECTION F. Personnel Files ..... 21

    SECTION G. Reduction in Force..... 22

SECTION H. Facilities, Equipment and Parking .....	22
SECTION I. Building Budget Proposals .....	23
SECTION J. Non-Certificated Personnel .....	23
SECTION K. Classroom Visitation .....	23
SECTION L. Student Discipline.....	24
SECTION M. Class Size .....	25
SECTION N. Support for Serving Students with Disabilities.....	26
ARTICLE VI. EMPLOYEE EVALUATION .....	27
SECTION A. Purpose and Principles .....	27
SECTION B. Evaluation Types .....	27
SECTION C. Responsibility for Evaluation .....	28
SECTION D. General Evaluation Procedures .....	29
SECTION E. Provisional Status.....	31
SECTION F. Support for Basic and Unsatisfactory Employees.....	32
SECTION G. Inquiry Cycle .....	32
SECTION H. General Evaluation Procedures .....	33
SECTION I. Performance Rating and Probation .....	34
ARTICLE VII. ADDITIONAL ROLES AND POSITIONS.....	36
SECTION A. Beginning Teacher Assistance Program.....	36
SECTION B: Administrative Internship Programs.....	36
SECTION C. Head Teachers/Substitute Administrators .....	36
SECTION D. Substitutes.....	37
SECTION E. Classroom Teacher as Substitute.....	37
ARTICLE VIII. LEAVES.....	37
SECTION A. Adoption Leave .....	37
SECTION B. Civic Responsibility Leave .....	37
SECTION C. Military Leave.....	38
SECTION D. Personal Leave .....	38
SECTION E. Professional Leave.....	38
SECTION F. Sick Leave .....	39
SECTION G. Special Leave .....	40
SECTION H. Disability Leave Including Maternity Leave.....	40
SECTION I. Leave of Absence Without Pay .....	40

SECTION J. Association Leave.....	41
SECTION K. Paid Family and Medical Leave (PFML).....	412
SECTION L. Family Medical Leave Act (FMLA) .....	42
ARTICLE IX. EMPLOYEE COMPENSATION.....	43
SECTION A. General Provisions .....	43
SECTION B. Salary Payment Provisions .....	43
SECTION C. Payroll Deductions .....	45
SECTION D. Supplemental Salary Schedules.....	45
SECTION E. Insurance Benefits.....	45
SECTION F. Workmen's Compensation.....	45
SECTION G. Travel Reimbursement .....	46
Section H. Early Notification of Retirement.....	46
ARTICLE X. GRIEVANCE PROCEDURE .....	47
SECTION A. General Terms.....	47
SECTION B. Step One .....	47
SECTION C. Step Two .....	48
SECTION D. Step Three.....	48
SECTION E. Grievance/Mediation.....	49
SECTION F. Appeal of Arbitration Determination.....	50
SECTION G. Time Limits.....	50
SECTION H. Appearance and Representation.....	50
SECTION I. Employees' Legal Rights.....	50
SECTION J. No Reprisals .....	51
SECTION K. Applicability of Procedure.....	51
ARTICLE XI. DURATION AND CONTRACT MODIFICATION .....	52
SECTION A. Duration and Reopeners.....	52
SECTION B. Entire Agreement.....	52
SECTION C. Duty to Negotiate .....	52
SECTION D. Attest .....	52
APPENDIX B-1: Supplemental Positions and Stipends (Article IX, Section D).....	A-2
APPENDIX B-2: Certificated Hourly Rates.....	A-4
APPENDIX C: Certificated Teacher Comprehensive Summative Scoring Document	
Framework: UW CEL 5D+.....	A-5

APPENDIX D: Certificated Teacher Focused Summative Scoring Document

Criterion 1: UW CEL 5D+.....A-11

APPENDIX E: Code of Professional Conduct - Chapter 181-87 WAC.....A-13

APPENDIX F: Complaint by the Aggrieved.....A-18

APPENDIX G: Just Cause .....A-19

APPENDIX H: CTE Plan II Salary Placement Form (“V” Placement) .....A-20

APPENDIX I: Cycle of Inquiry 5D+.....A-21

## **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, responsible for personnel matters for the Skills Center as outlined in the West Sound Technical Skills Center Inter-district Cooperative Agreement hereinafter called the "District" and the West Sound Technical Skill Center Education Association hereinafter called the "Association".

The term "Association" used hereinafter shall mean the West Sound Technical Skill Center Education Association (WSTSCEA) or its lawfully delegated representative(s). The West Sound Technical Skill Center Education Association (WSTSCEA) 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 non-supervisory and/or non-administrative certificated employees by the District whether under contract, on leave, and/or other basis of compensation. 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 Director and the President of the Association shall be held at least once a monthly. 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**

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

**SECTION G. Unique Working Environments**

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 Director 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.

### **SECTION A: Termination**

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

## ARTICLE III. RIGHTS OF DISTRICT AND ASSOCIATION

### SECTION A. 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 WST Director and building level positions which are posted and advertised as a vacancy. Upon request, the District shall provide the Association President with a rationale for any decision to select or not select a candidate for an administrative position.
- 3. 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.

4. **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.
5. **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 B. Shared Decision Making**

1. West Sound Technical Skills Center shall have a Shared Decision making structure that includes the voice of all certificated staff and the Director.
2. The role of the Shared Decision Making Team is to make thoughtful decisions within the group's area of responsibility, to 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. Such decisions must be consistent with the terms and conditions of local collective bargaining agreements and school board policy. Waivers of the WSTSCEA Collective Bargaining Agreement and District policy may be requested. The granting of such waivers must be consistent with the operative procedures of the WSTSCEA and the District.
3. In order to effectively process decisions, the Shared decision making guidelines are as follows:
  - a. The Shared Decision Making Team shall, in all cases, include the Director.
  - b. Goals, agendas, and minutes will be used and published to make decisions in a timely manner.
  - c. Persons affected by the problem or issue will have the opportunity to be involved and influence the outcome directly or indirectly or through representatives of their choosing.
  - d. The Shared Decision Making Team is made up of all certificated staff members
  - e. Members of the Shared Decision Making Team will determine the process to be used to identify and resolve issues.
  - f. The Shared Decision Making Team may delegate tasks to any appropriate individual, sub group, or committee task force.
  - g. The shared decision making shall review and publish its shared decision-making structure, process and definition of consensus on an annual basis

5. 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 C: Professional Development Committee**

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

1. Functions - The committee shall be responsible for developing and administering a continuous plan for in-service and other staff development training for Skills Center staff in cooperation with the Director of the Skills Center.
2. Program Selection - In-service programs to be considered shall include but not be limited to:
  - a. In-service program(s) designed by the Association reflecting training desired by the employees.
  - b. Requested specialized training by an employee or group of employees.
  - c. In-service program(s) and/or college/university courses desired by the Employer for changes in curriculum.
  - d. In-service training requested by the Administration as a result of annual employee evaluation(s) and/or as requested by the employee.
3. Dissemination of Information to Staff - The committee shall distribute by school mail system to each employee any and all information regarding the in-service program(s) which the committee develops for staff informational purposes.

The budget for the Professional Development Committee shall be \$1,000 per 1.0 FTE instructor, which is contingent on the state funding for the Skills Center summer school program. This money will be eliminated should the state drop summer school funding and not replace it with an alternate funding source that could be used for professional development. These funds can be carried over for two years for a total of \$2,000. Any employee with unused professional development funds can share funds with another employee with mutual written consent. The sharing of funds is voluntary, with no expectation, written or implied, for reciprocation.

Funds may be used for fees, tuition, materials, and other expenses associated with obtaining professional development. Funds paid for employee time (i.e. wages) must include employer mandatory benefits. The balance of the committee's budget will be carried over to the following school year.

#### **SECTION 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.

#### **SECTION E. 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. The Skills Center will 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 director and the representative group. On an annual basis, director 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-

## **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 except for payment of representation fees.

### **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 director 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 Supervisor of Facilities. The Supervisor 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 Work Day**

Full-time teachers/support personnel shall be scheduled for a normal 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 as indicated below in Section B.1.a through B.1.i.

The teacher's workday shall commence at 7:30 a.m.

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 events. No staff meetings will be held during such scheduled event times.

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

Teachers 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 the Director.

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.

Additional assignments such as evening or weekend classes, or summer session, shall first be made available to incumbent instructors prior to being advertised outside of the Skills Center.

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

1. 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. At least (1) one prior to the start of school. As of the 2020-21 school year, 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. The dates for these days will be determined by the Shared Decision Making Team.
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 Professional Development 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 employee's per diem rate and will be submitted on a timesheet for all employees attending this professional development day.

### **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 at least 45 minutes. Professional activities during planning time shall be scheduled at the individual's discretion.

No more than ten (10) mandatory meetings/training sessions 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.

#### **SECTION D. Extracurricular Activities**

If certificated staff members are specifically requested by an administrator, and the employee agrees, to attend special school events beyond their contractual responsibilities, they will be paid per diem rate of pay.

#### **SECTION E. Calendar**

1. 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.
2. 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 11 through 12.
3. For high school seniors, teachers shall provide specific pass/fail information on the graduates.
4. The Association and District shall collaborate in establishing the calendar for the school year. This process shall be completed as near to June 1 as possible. The Association shall have the opportunity for input, if practical, for rescheduling of days during the school calendar year.

#### **SECTION F. Personnel Files**

1. Location - Personnel files are maintained exclusively in the District's Human Resources (HR) Office. This shall not limit the right of the Director 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 on 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 G. Reduction in Force**

The necessity for, and the extent of staff reductions will be determined by the Employer upon the recommendation of the Administrative Council of Superintendents. All employees reduced in hours or employees who are RIFed will be placed in a re-employment pool for up to sixteen (16) months after the date of the letter of Reduction in Force. Such employees shall fill any vacancy in the same subject matter in which they were hired in the year RIFed or when hours were reduced if they are still qualified and if the vacancy does not conflict with the employee's current schedule.

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

West Sound Technical Skills Center has 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.
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 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/workshop 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 I. Building Budget Proposals**

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

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

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

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

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

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

### **SECTION K. Classroom Visitation**

1. It shall be the policy of the District to encourage the public to visit West Sound Tech. 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 director to be on the school grounds. If the Director desires, a "Visitor's Pass" system may be used so students and staff members will be aware of the presence of an authorized visitor. Teachers may request the director 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 administrator, the visitor should be directed to the proper authority.
4. In the interest of good community-school relations, the administrator or designee shall provide assistance when needed.

#### **SECTION L. 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 director or immediate supervisor shall respond to all employee requests regarding discipline problems and procedures. When the director 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 director 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 director 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. The director 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, the director 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.

### **SECTION M. Class Size**

1. Class size will comply with industry, state and federal requirements. Class sizes will not exceed the following:

For industrial lab classrooms: 25

For non-industrial lab classrooms: 30

Adjustments to these class sizes are permissible with written agreement between the Director and impacted staff member.

2. 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. assign additional staff to assist with supervision;
- d. compensate the teacher as follows:

The rate of \$2.50 per session for each additional student above the ratio, \$3.50 per session for the second student above the ratio and \$4.50 per session for the third student and any subsequent additional student above the ratio;

- e. The pay will be paid retroactively to the first day of the overload.
- f. 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 classes above the stated capacity limits in section 1 above.

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

When West Sound Tech 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 Director. The Director, in conjunction with the Supervisor of Special Education or designee, will meet with the involved employee to seek an appropriate remedy to the situation.

## ARTICLE VI. EMPLOYEE EVALUATION

### SECTION A. Purpose and Principles

1. We 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 (See Appendix I);
  - 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
  - e. 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.

**b. 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. Every sixth year, an employee will be evaluated using the Comprehensive process.
3. If an administrator wants to change evaluation type from Focused to Comprehensive for probationary purposes, 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.
4. 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. Certificated staff members assigned to the Career and Technical Education (CTE) program shall be evaluated by the Director.
2. Any observation conducted for the purpose of collecting evidence for the summative performance rating is considered a formal observation. Formal observations require a minimum of fifteen (15) minutes, with script given to 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. examines student growth data in conjunction with other evidence 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.

## **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:
  - peer mentoring
  - mentor teachers
  - instructional coach
  - Teacher On Special Assignment (TOSA) support
  - professional development
  - classroom visitation
  - framework specialist

## **SECTION G. Inquiry Cycle**

1. See Appendix I for the Inquiry Cycle.
2. During each school year, all certificated employees shall be observed for the purposes of collecting evidence within the Inquiry Cycle. The Inquiry Cycle will occur twice within a school year.
  - a. For certificated employees on the Comprehensive Evaluation, each inquiry cycle will include three (3) observations. One (1) observation per school year may be outside the instructional setting.
  - b. For certificated employees on the Focused Evaluation, each inquiry cycle will include two (2) observations.
  - c. The total observation time for each employee during each school year shall not be less than sixty (60) minutes. Each observation must be a minimum of fifteen (15) minutes.
3. 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.
4. The employee and evaluator shall meet for a pre-inquiry conference by October 31st 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 15th. Employee and evaluator will meet for second post inquiry conference prior to the May 15th summative scoring deadline.
5. For formal observations, the director or other evaluator shall provide documentation of the evidence observed to the employee within ten (10) working days.



6. 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. Performance Rating and Probation**

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 15th 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 15th 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.
5. 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.
6. 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.

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

### **SECTION A. 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 for use of both WST and BEA.

### **SECTION B: Administrative Internship Programs**

Requests for CTE administrative internship programs shall be submitted to the Director, in writing, at least fifteen calendar days prior to the application deadline of the requested internship program. Eligibility for internship programs shall include the following requirements:

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

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

### **SECTION C. 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. West Sound Technical Skills Center 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 D. Substitutes**

The Association and Director 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 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. 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 \$5.00 per student per session.

The Association and Director 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.

### **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. No more than (2) Two staff will be granted personal leave per day. In the event of special circumstances or an emergency condition, the employee shall have the right of appeal to the Director of Personnel for determination of appropriate leave status. No personal leave shall be available to any employee during any work stoppage or strike by any group of employees against the District.
4. At the end of each school year, employees may trade unused days for four (4) curriculum rate hours of documented work 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**

- 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 Paternity 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 three (3) 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. 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 H. 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 I. Leave of Absence Without Pay**

1. **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 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 J. 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.

#### **SECTION K. 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 L. Family Medical Leave Act (FMLA)**

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

## 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 per WAC 392.121.280 and WAC 181.77.041 as of September 1, 2018 (see Appendix H). When initially employed, all employees without official transcript will be placed at the BA+0 column on the salary schedule. Appropriate salary adjustments will be made at the time official transcripts/documentation are received in the Human Resources office.
2. No advancement on the salary schedule shall be made unless the appropriate documentation (valid CTE certificate, degree document, official transcripts and/or experience verification) has been received and approved by the Human Resources Office prior to October 1. "Horizontal" advancement on the salary schedule shall abide by standards articulated in WAC 392.121.259 (2-5), as of September 1, 2018. Credit can be recognized for persons holding a valid certificate included in subsections (1), (2) or (3) of WAC 392.121.259) as of September 1, 2018. Only credits/clock hours earned after issuance of initial certification result in horizontal movement on the salary schedule. 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. For the 2018-19 school year only, the deadline for submitting official credits/clock hours to Human Resources is moved to January 31, 2019.
3. For the 2021-22 school year, the base salary shall be increased by 3%. For the 2022-23 school year, the base salary and Appendix B-1, 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. 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 Director of Personnel in writing.

If the District recognizes the error, the Director of Personnel 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 Director of Personnel of the error.

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

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.

3. 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 director/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 Director of Personnel, the adjustment will be made in the next payroll, not necessarily the next pay warrant.
4. 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.
5. Time sheets submitted on or by the 10th of the month, shall be paid on the last business day of the following month. The district will make every reasonable attempt to pay summer school timesheets by the last business day in July.
6. Additional stipends may be added each year upon staff recommendation and approval by the Director. Association members will have first right to accept these stipends.
7. 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.

### **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. 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.
3. For the 2022-2023 and 2023-2024 school years, the rates and stipends in Appendix B-1 shall be increased by the implicit price deflator for that fiscal year, using the official current base, compiled by the Bureau of Economic Analysis, United States Department of Commerce.
4. Participation in youth leadership activities is a required activity as directed by the Office of the State Superintendent of Public Instruction. With the prior approval of the Skills Center Director, instructors who are required to accompany students participating in a local, regional, state or national leadership conference shall be reimbursed for their expenses according to established District practices and receive an hourly stipend per Appendix B-2 Student Supervision.

### **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 Directors 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. 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 \$1,000 stipend, employees must submit written notification to the Human Resources Office by 4:30 p.m. the last workday in January. In order to receive the \$500 stipend, employees must submit written notification to the Human Resources Office by 4:30 p.m. 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, directors/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 director, immediate supervisor or the administrator whose decision caused the alleged grievance, a Statement of Grievance on the form provided by Appendix F 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 director, 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 director'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 arbitration 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:
    - i. The termination of services of, or failure to re-employ, any provisional employee.
    - ii. The termination of services, or failure to reemploy, any employee to a position on the supplemental salary schedule.
    - iii. Any matter involving adverse effect, non-renewal and discharge.
    - iv. Any matter involving probation actions and reduction in force.
    - v. Any assigned evaluation finding or rating.
    - vi. 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 an 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.

**SECTION D. Attest**

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

BREMERTON SCHOOL DISTRICT No. 100-C

\_\_\_\_\_  
Alyson Rotter  
President, Board of Directors

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Young  
President, WSTSCEA

\_\_\_\_\_  
Date