

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**BAINBRIDGE ISLAND SCHOOL
DISTRICT NO. 303**

AND

**BAINBRIDGE ISLAND
EDUCATION ASSOCIATION**

Bainbridge Island, Washington

September 1, 2022 through August 31, 2025

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PREAMBLE

This agreement is by and between the Bainbridge Island School District No. 303, hereinafter called the "employer and the Bainbridge Island Education Association, hereinafter called the "association."

ARTICLE I

Section A: Bargaining Recognition

1. The employer recognizes the association as the sole and exclusive bargaining representative for all employees for the purpose of bargaining in regard to wages, hours, terms, and conditions of employment included in the bargaining unit as delineated in part 2 hereof (herein referred to collectively as employees, or individually as the employee). Such representation will cover all employees assigned to newly created positions unless the positions are principally supervisory and administrative.
2. Included in the bargaining unit and subject to the terms of this agreement are all certificated employees, whether under contract, on leave, or on a per diem, hourly, or class rate basis, or represented substitutes employed by the employer. Represented substitutes are those who are hired any thirty (30) days during the school year or in the same position for twenty (20) consecutive days. The only section of this agreement that will apply to substitutes is the pay level for substitutes. Regular substitutes will be paid at the daily substitute rate in either half day (3.5 hours) or full day (7 hour) increments. However, substitutes who work 19 consecutive days in the same position will be placed on the salary schedule beginning with the twentieth (20th) day as long as they are employed in that same position for that school year and will be compensated for 7.5 hours of work each day to account for additional time needed for lesson planning. Those supervisors specified below are excluded from the bargaining unit and not subject to the terms of this agreement.

Principals

Associate Principals

Teaching Associate Principals (providing that the preponderance of his/her duties are supervisory)

Superintendent

Associate/Assistant Superintendents

Executive Directors/Directors

Section B: Management Rights

The management and the direction of the work force are vested exclusively in the Board subject to the terms of this agreement. The employer and the association work collaboratively together in the implementation of the collective bargaining agreement, and both recognize that the Board has the final right of assignment for staffing decisions.

Section C: Scope of the Agreement

This agreement will become effective when ratified by the employer and the association and executed by authorized representatives thereof, and may be amended or modified only with mutual consent of the parties.

This contract will supersede any rules, regulations, policies, resolutions, or practices of the employer, which will be contrary to or inconsistent with its terms.

Section D: Conformity to Law

The employer and the association agree that this agreement will be binding on both parties except that if any section or provision is or will be contrary to law, including applicable regulations, then such sections or provisions will not be applicable, performed or enforced, except to the extent permitted by law. The remainder of this agreement will not be affected thereby and the employer and the association will enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s).

Both the employer and association acknowledge the statutory responsibility to collectively bargain all changes in wages, hours, terms and conditions of work.

Section E: Distribution of Agreement

Within sixty (60) days following ratification and signing of this agreement, the employer will notify all employees that the complete agreement is available on the district website.

New employees to the district will be provided the website information at new employee orientation. Such agreement will be available to all applicants for employee positions at the request of the applicant.

The style and format of the agreement will be agreed upon between the employer and the association.

Section F: Individual Contracts

Each employee will be issued an individual contract and a current salary schedule. Base contracts will be issued no later than September 30 of each contract year. Supplemental contracts will be issued no later than October 31 of the contract year.

All individual employee contracts will be subject to and consistent with Washington State Law and the State Board of Education regulations and the terms and conditions of this agreement. Any individual employee contract hereinafter executed will expressly provide that it is subject to the terms of this agreement between the employer and the association. If any individual employee contract contains language inconsistent with this agreement, this agreement during its duration will be controlling.

Section G: Release from Contract

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

1. A letter of resignation must be submitted to the Human Resources office.
2. A release from contract prior to June 1 will be granted provided a letter of resignation is submitted prior to that date.
3. A release from contract will be granted after June 1 provided a satisfactory replacement can be obtained.

4. A release from contract will be granted in case of illness or other personal matters, which, in the good faith determination of the employer, make it impossible for the employee to continue in the services of the employer.

Section H: School Calendar

The association and the employer agree to the following list of generic calendar criteria to be applied when determining the school calendar for students, unless mutually agreed by February 15:

1. The student year will normally begin on or after the first working day of September that occurs with at least one other work day following in a standard work week.
2. Winter vacation will be ten (10) weekdays encompassing December 25th and January 1st.
3. Spring vacation will be the first full week in April.
4. The state or federally established days for observing Veterans' Day, Thanksgiving Day and the succeeding Friday, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, and Juneteenth will be non-student, non-contract days.
5. There are currently three (3) mutually agreed upon non-contract days placed in the school calendar during mid-winter break. Should the practice of taking a mid-winter break change, discussion on the placement of these days within the school calendar will occur between the district and association.
6. If make-up days due to school closure (e.g. snow days) become necessary, determination of such days will be made in consultation with the association. Make-up days may be added to the end of the regular school year.
7. One-half of the last school day will be a non-student workday for staff.
8. Any variance from the Learning Improvement Day schedule noted under Section I: Work Year will be determined herein.

Section I: Work Year

It is agreed that the work year for bargaining unit employees for the duration of this contract will be consistent with the number of days funded by the state and those bargained and paid for locally. For certificated staff who have been scheduled to work on more school days than is warranted by their FTE, they will work collaboratively with their administrator to address the additional work through one of the following solutions:

1. First utilize an exchange of up to three additional work days from identified conference days (fall and/or spring)
2. Other solution mutually agreed upon by staff member and their administrator

The agreed understanding of this language is that it references the 180 day school year plus any additional professional development days funded by the state and the locally funded days identified in Article VI, Section G. Any additional work days, beyond 180, do not impact the calculation of per diem pay. Any staff who is unable to attend the professional development days will need to take appropriate leave.

Section J: Early Release for Professional Development

The district and the association share a mutual interest in developing the highest quality education for our students by engaging all certificated staff in continuous professional development. Staff members will participate collaboratively and collegially in our education community. Together, the district and the association believe this will create and maintain a culture of professional inquiry and learning that will improve student learning.

The professional development and collaborative activities will be based on articulated district, school, and/or personal professional development goals. Activities may include:

1. Grade level teaming (e.g. first grade)
2. Content area or vertical teaming (e.g. math, biology, English, specialists)
3. Other teaming designed to reach school or district goals (e.g. response to intervention, multi-cultural committee)
4. Curriculum and grading calibrations sessions (e.g. writing assessments, science journals)
5. Whole group training and related discussions (e.g. instructional frameworks)
6. Training for new instructional materials adoptions (e.g. literacy, math, common core)
7. Lesson planning and creation of instructional materials that are shared with other teachers of the same subject/grade level
8. School and/or district data analysis
9. Differentiating instruction
10. Refining and improving curriculum that are aligned with district and school goals
11. Other professional development or collaborative activities that a school or team of teachers determines are of value in achieving school and district goals

Professional development activities will take place during 90-minute professional development time, implemented on a balanced distribution of the following days:

In a standard year with 32 Mondays,

1. Administration directed: district and building professional development. (8 days)
2. Building directed Department/Grade level/team focused on collaboration. Principals will work with the building leadership team to establish areas of focus and grouping for the days. All eight (8) days will be set aside for Department/Grade level/team focused collaboration, unless the building leadership team and principal jointly agree to a whole building meeting. (8 days)
3. Teacher team directed: focused on collaboration by department, grade-level, cross-curricular team, or other collaborative structure. Individual teacher determines the team for collaboration. (8 days)
4. Teacher directed: professional development with a focus on implementation of collaboration activities, district and building goals, and personal professional development goals. On teacher directed days, individual teachers will independently decide in which activity to participate. (8 days)

A joint task force will develop the schedule, content, communication plan and delivery model of District days with consideration of conference and finals days.

All professional development and collaboration activities will occur on-site and/or at another district facility with an administrator's approval. District and building administrators will provide clock hours for their directed

professional development hours when eligible. District and building administrators will provide a staff evaluation of activities to ensure high quality professional development. On teacher directed days, teachers will provide feedback to the appropriate administrator by providing a brief list of the day's activities.

Professional development for part-time certificated staff will be calculated by Human Resources annually for determination of attendance at Monday early release professional development.

Elementary

If a staff member is not currently scheduled to work on a Monday, they will not be required to attend Monday professional development. If they do choose to participate in the Monday early-release professional development, they may do so at the amount prorated to their FTE and will be compensated. Staff will work with their building principal or program administrator to identify days for professional development across the year which are evenly split between the categories of Monday professional development, as appropriate. If staff choose, they may coordinate with their colleagues and building administrator to schedule a teacher directed team day.

Staff members who work Mondays and who do not participate in any required professional development day should take appropriate leave.

Secondary

At this level, a majority of part-time staff members are currently compensated for attendance at all Monday professional development as a component of their current contract. If a staff member is not currently compensated for full attendance, they will attend a pro-rated number of days based on their current contract. Staff will work with their building principal or program administrator to identify days for professional development across the year which are evenly split between the categories of Monday professional development, as appropriate.

Staff members who do not participate in required professional development days should take appropriate leave.

ARTICLE II - ASSOCIATION RIGHTS

Section A: Association Exclusivity

Throughout this agreement certain rights and functions are accorded and ascribed to the association. These rights and functions are afforded to the association as the legal representative for all employees covered under this agreement and will not be granted to a minority organization seeking to represent employees officially represented by the association.

Section B: Association Security

All members of the bargaining unit may be a member of the association or pay an amount equal to the dues of the association.

The employer will, upon written authorization of the employee, deduct from the employee's salary each pay period the dues required of membership.

The employer will transmit the dues to the treasurer of the association or designee each pay period.

The association will indemnify and hold the employer harmless from and against any and all claims, demands, charges, or suits instituted against the employer which will be based upon or arise out of any action taken by the district in accordance with or arising out of the foregoing provisions.

Section C: Use of Facilities and Services

School building meeting areas may be used for association meetings and to transact association business at reasonable times provided that such meetings or business activities will not interfere with the normal operation of the district or responsibilities of employees, and provided that the association obtains prior approval from the building administrator.

Inter-school mail facilities may be used for distribution of association communications so long as such communications to general membership are identified as association materials and contain the name of the sender.

Inter-school mail may not be used to initiate or actively promote the recall of any school board member, to direct a strike, or to defame any individual or group.

The association may post notice of activities and matters of association concern on teachers' bulletin boards, which presently are available in each building, but not in areas open to the public or students.

The employer, however, will not assume the responsibility of or any liability for notices posted or to be delivered for association purposes.

Section D: Right of Association Consultation

The employer will consult with the association on any new or modified fiscal, budgetary, levy program, construction program, or any other major program or change which may affect this agreement. The association will be given the opportunity to advise the employer with respect to any of these above-mentioned matters prior to adoption or publication upon request.

The faculty will be given the opportunity to provide input into the hiring process of new teaching staff and/or certificated administrators. The employer will have a faculty member from an appropriate grade level or department involved in the process. The association recognizes that there may be different levels of involvement in the hiring process. During the summer, the association will give the district lists of employees who will be available for interviews on dates scheduled by the district to help assure this involvement by the faculty.

The employer will place on the agenda of a regular or special board meeting any items of concern requested by the association. Except for the extraordinary circumstances, these matters must first be processed through administrative channels.

Section E: Availability of Information

The employer will make available to the association, in response to reasonable request, all available public information concerning the financial resources of the district including annual financial reports, audits, preliminary and final budget, monthly budget status reports, agendas, minutes of all board meetings, student enrollment counts and projections, and employee names, addresses, salaries, and educational background. Such information will be made available within a reasonable time from the date of request.

The association will furnish pertinent information as reasonably requested by the superintendent or the employer.

The employer will make available on-line, as soon as reasonable after the beginning of school, a staff directory containing employee names, positions, and work phone numbers.

In January of each year, the district will provide a seniority listing to the association using the seniority criteria established for surplus and/or RIF.

Section F: Site Based Decision-Making

All sites will have a site based decision making group in order to facilitate effective and efficient shared decision-making. Specific organization, member selection criteria, procedures, and goals are to be determined by individual sites. Each group will have certificated representation.

If any aspect of a site based group decision is found to be contrary to the terms of the collective bargaining agreement/Board Policy/Strategic Plan, it will not be implemented unless a letter of agreement is obtained.

No employee will be excluded from the bargaining unit as a supervisory or managerial employee, with regard to the Labor Relations Act, because of his or her participation in an approved site-based decision-making body.

All site based decisions will be in compliance with applicable law.

ARTICLE III - INDIVIDUAL RIGHTS

Section A: Right to Join and Support Association

Employees will have the right to freely organize, join, and support the association.

Neither the employer nor association will directly or indirectly discourage or deprive any employee of the enjoyment of any rights conferred by the statutes and constitutions of the State of Washington and the United States. The employer will not discriminate against any employee, by reason of membership in the association, with respect to hours, wages, or terms and conditions of employment, or participation in negotiations with the employer or the institution of any grievance complaint or proceeding under this contract.

Section B: Reprimands

This article will serve as an assurance that the employee will be dealt with fairly by the employer.

No employee will be disciplined without just cause.

Any disciplinary action taken against an employee will be appropriate to the behavior that precipitates the action.

An employee who feels that any oral or written reprimand or suggestion for improvement arising therefrom is unfair, for any reason, may request in writing that the person issuing the reprimand write a formal reprimand which will be placed in the employee's personnel file.

An employee will have the right to have a local association member present when formal disciplinary action is taken that results in a disciplinary report being filed in an employee's personnel file. The person issuing the reprimand will either write the formal reprimand, as requested, and place it in the employee's personnel file, or will notify the employee in writing that he/she agrees to cease discussion of the matter. Such notification will not, however, preclude the issuance at any later time of a formal reprimand concerning the matter in question.

Pursuant to this article, only formal reprimands will be subject to the Grievance Procedure contained in the agreement.

If an employee receives a formal written reprimand and if one (1) year passes without further reprimands, the employee may request and will be furnished a notice to this effect and a copy of said notice will be placed in his/her personnel file.

Section C: Discharge and Nonrenewal

The discharge and nonrenewal of employees will be subject to appropriate statutes and will not be subject to the grievance procedure, except that all procedural requirements found in Article IV, Section B, will be subject to the grievance procedure.

Section D: Nondiscrimination

The employer and association will not unlawfully discriminate with respect to race, creed, religion, color, national origin (including language), age, sex, sexual orientation including gender expression or identity, veteran or military status, the presence of any sensory or mental or physical disability, the use of a trained dog guide or service animal by a person with a disability, marital status, political activity, or domicile unless one of these factors interferes with the satisfactory performance of contractual obligations. This policy applies to all relations with applicants for employment and employees, including compensation, promotion, transfer, in-service training, termination, privileges, and conditions of employment.

The employer may establish bona fide occupational qualifications for all employment positions and is committed to undertake affirmative actions for all employees or applicants for employment to make effective equal opportunities for minorities, females, handicapped persons, and those over forty (40) years of age. In order to improve the utilization of minorities, females, handicapped persons, and those over forty (40) years of age, these affirmative actions will include recruitment, in-service training, and other programs.

No employee or applicant will, on the basis of sex, be excluded from participation in, be denied from the benefits of, or be subject to discrimination under any educational program or activity. Exceptions contained under Title IX regulations now in force or hereafter amended will prevail in any evaluation of the operation of this section. In the event that federal law, state law, or regulatory agency interpretations relating to equal opportunity or affirmative action are changed while this agreement is in effect, the provisions of this section will be rewritten in a manner agreeable to both parties to comply with the change(s).

The employer and the association recognize the right of all employees to work in an environment free from sexual harassment. Sexual harassment will not be tolerated or condoned. (See District Policy 5013.)

Section E: District Liability and Property Insurance as Respects Employee Coverage Extensions

The employer will make available to the association, on request, copies of all district insurance policies pertaining to the extensions of liability coverage afforded employees. In addition, the employer will arrange a meeting at a mutually convenient time between the district insurance broker and association representatives in an attempt to clarify any questions pertaining to employee coverage.

During the period of this contract the employer agrees to maintain a liability insurance program. However, if (1) any liability contract is cancelled by the insurer, and the same coverage cannot be obtained at the same or lower rates, or if (2) renewal policies cannot be obtained at the same or lower rates, this section may be declared null and void by the employer, and the association will have the right to renegotiate this section. The employer or his representatives, however, will not assume the responsibility of policy coverage or interpretation of determining the effect of district policies with respect to any particular case or incident.

Section F: Personnel File

Any employee will have the right to review the contents of his/her district personnel file upon written request and at a mutually convenient time and in the presence of an employer representative. At the employee's request, a witness may also be present in this review. A copy of any document(s) contained in the file will be furnished to the employee upon request.

Information in an employee's personnel file will be available only to the employer's lawyers, administrators, the employer, and the employee. Release of any information from such file to any other source, in either written or oral form, requires the written permission of the employee with the exception of a request from legal authorities who have presented a proper legal instrument, or in the case of information available under the Public Records Act (42.56 RCW). The employee will also have the right to inspect all employment references leaving the district.

An employee will have the right to answer, in writing, any complaints filed in his/her personnel file and said answer will be attached to the complaint and reviewed by the employee's immediate supervisor.

All official communications used in recommending or rating an employee will be included in the employee's personnel file.

No item making a derogatory reference to an employee's competence, character, or manner will be entered into his/her personnel file without fifteen (15) working days notice to the employee and written review by the employee's immediate supervisor.

Any written complaint, excluding acts of alleged misconduct covered by "just cause" provisions of the contract, received against an employee will be shown to the employee within 15 working days of receipt.

The employer will review personnel files, upon request, for the purpose of removing derogatory materials that have been in the personnel file for at least 3 years and which the employer determines to be no longer currently relevant.

An employee will have the right to insert material in his/her file that is of benefit to his/her professional stature.

Upon request by the employee, the superintendent or his official designee will sign an inventory sheet to verify contents of the personnel file at the time of inspection by said employee.

Section G: Membership Dues and Annuity Payroll Deductions

It will be the right of employees who are members of the association to have membership dues to the association and to WEA and NEA automatically deducted from the payroll.

Any employee who is a member or has applied for association membership will sign and deliver a payroll deduction authorization form to the association. Such membership authorization will continue in effect from year to year unless revoked, in writing, by the individual member and sent to the association and the district payroll office. Revocation of membership will be made, in writing, to the association on the form available from the association between June 1 and August 15 of any year, and will become effective the first contracted school day of the following year. By September 1, the association will provide the district payroll office information as to the amount

of annual dues. Dues for employees hired after the commencement of the school year will be appropriately prorated.

Upon receipt of appropriate written authorization from an employee, the employer will deduct from said employee's salary and make appropriate remittance for annuities previously agreed to by the association and the employer, in accordance with any applicable laws, regulations, and Board Policy.

ARTICLE IV - WORKING CONDITIONS

Section A: Academic Freedom

No special limitations will be placed upon study, investigation, presenting, and interpreting facts and ideas concerning branches of learning providing the employee adheres to the curriculum, rules, and written policy established by the employer.

No mechanical or electronic device will be used in any classroom by means of which a person will be able to listen or record the procedures in any class without the knowledge of the employees affected.

It is the teacher's responsibility to evaluate student progress and assign grades. No student's grade should be changed without the input of the teacher who granted the grade. Any change in a student's grade will be preceded by notice to the teacher who assigned the grade to allow an opportunity for the teacher to provide relevant information to the principal or other administrative authority. If a grade change is made without the teacher's consent, the building administrator will acknowledge responsibility for the change in writing. A copy of the acknowledgment will be placed in the student's file.

Section B: Evaluation Procedures

1. Teacher Evaluation Procedures

a. General:

Employees on continuing contracts will be evaluated subject to the conditions as stated in RCW 28A.405.100. Employees on provisional contracts are subject to the conditions as stated in RCW 28A.405.220.

Employees hired to replace certificated employees who have been granted a leave by school district and/or retirees hired for postretirement employment are not required to be evaluated under this section.

The evaluation system as described in this section applies only to classroom teachers, specifically those staff with an assigned group of students who provide academically focused instruction. Those bargaining unit members who do not meet this definition will be evaluated as defined in section B.2 of this agreement.

All applicable staff will be evaluated under the new evaluation system either through the Comprehensive Evaluation process or the Focused Evaluation process. Employees on the Focused Evaluation must cycle through the Comprehensive Evaluation process at least every four (4) years.

"Certificated classroom teacher" and "teacher" mean a certificated employee who provides academically focused instruction to students and holds one or more of the certificates pursuant to WAC 181-79A-140 (1) through (3) and (6)(a) through (e) and (g).

"Certificated support personnel" and "certificate support person" mean a certificated employee who provides services to students and holds one or more of the certificates pursuant to WAC 181-79A-140 (1) through (3) and (6)(a) through (e) and (g) and/or educational staff associate certificates pursuant to WAC 181-79A-140(5).

When Integrated Learning Center (ILC) teachers whose students have severe or multiple disabilities may have difficulty providing evidence of practice on several criteria, districts have discretion to use common sense in making decisions in cases like this. When it is not possible for a teacher to give evidence of practice, or evidence of practice at the proficient or distinguished level is not observable because of the students' disabilities, it would be sensible for the evaluator and the teacher to decide together on which parts of the framework are viable and which are not, and determine a suitable process for setting goals and collecting evidence.

b. Evaluation:

i. Responsibility for Evaluation: Within each school the principal will be responsible for the evaluation of employees assigned to that school. Any principal may designate an associate principal from that school or a central office administrator to assist in the observation and evaluation process. All classroom observations for purpose of evaluation will be made in person by the supervising principal or designated administrator. Following each observation or series of observations, the principal or designated administrator will promptly document the results thereof, using the appropriate report form from Appendix A-1. The employee will be provided with a copy of the evaluation report within three (3) working days after such report is prepared. The employer and association recognize that student progress is the result of a combination of factors.

ii. Evaluation Criteria

The state evaluation criteria are:

1. Centering instruction on high expectations for student achievement
2. Demonstrating effective teaching practices
3. Recognizing individual student learning needs and developing strategies to address these needs
4. Providing clear and intentional focus on subject matter content and curriculum
5. Fostering and managing a safe, positive learning environment
6. Using multiple data elements to modify instruction and improve student learning
7. Communicating and collaborating with parents and the school community
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning

The criterion performance scoring will be processed collaboratively between the teacher and the administrator. If there is a disagreement, the final criterion score will be based upon a preponderance of evidence.

iii. Required Evaluation:

1. All employees, including new employees, will be evaluated annually; these evaluations are to be completed no later than three workdays prior to the end of the school year.
2. If an employee resigns during the school year, a final evaluation will be completed prior to the resignation date.
3. If an employee is assigned to more than one site, the administrators, in collaboration with the employee, will determine who will evaluate the employee.

- a. Comprehensive Evaluation Process: The Comprehensive evaluation is an annual, growth-oriented, process. All classroom teachers and certificated support personnel shall be observed at least twice in the performance of their duties. Total observation time for each employee shall not be less than 60 minutes. Collection of evidence will be a transparent and shared process. Both teacher and administrator will collaborate to set student growth goals and to determine how they are measured. Teachers will participate in the self-assessment process by completing the self-assessment form and being prepared to discuss areas of growth with the administrator. Evidence collection is not intended to mirror a Pro-Teach or National Board portfolio. Rather, the collection is viewed to be a sampling of evidence, along with conversations with the evaluator, that will jointly inform the decision regarding level of performance. Establishment of student growth goals will be a transparent and shared process. Both teacher and administrator will contribute to the establishment of these goals.
- b. For provisional employees, the evaluator shall make at least one formal observation within the first ninety (90) calendar days of employment. Provisional employees in their third year of employment shall receive three (3) observations, two of which are formal. Total observation time for the year may not be less than 90 minutes. Teachers will participate in the self-assessment process by completing the self-assessment form and being prepared to discuss areas of growth with the administrator. A classroom teacher receiving a comprehensive evaluation shall receive a summative performance rating for each of the eight (8) State evaluation criteria as described in Appendix J.
- c. The following employees shall be placed on a Comprehensive Evaluation:
 - i. For the first three (3) years of employment in the district employees who are new to the profession or who have no prior Washington public school experience.
 - ii. Employees new to the district with at least two (2) years of experience and satisfactory evaluations in another Washington school district.
 - iii. Employees who received a summative score of Unsatisfactory (1) or Basic (2) on a previous Comprehensive Evaluation.
 - iv. Those employees that the evaluator, at her/his discretion, determines should be placed on a comprehensive evaluation. Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing at any time on or before December 15th.
 - v. Employees who hold non-continuing (leave replacement) contracts, unless the employee has had three (3) years of proficient or distinguished Comprehensive Evaluations in the district;
 - vi. All employees shall receive a Comprehensive Evaluation at least once every six (6) years.

- d. Focused Evaluation Process: The Focused Evaluation is an annual, growth-oriented process in which employees will select one (1) of the eight (8) criteria with approval from the evaluator. A classroom teacher on a focused evaluation shall receive a summative rating based on the score for the selected criterion and the student growth score. A Focused Evaluation must be performed in any year that a Comprehensive Evaluation is not scheduled. Teachers will participate in a self-reflection process but are not required to complete a self-reflection form. The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 are 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 student growth rubrics.

After a new employee has three years of proficient or distinguished Comprehensive summative evaluations in this district, the employee may use the Focused evaluation process which includes at least two observations for a total of at least sixty (60) minutes each year. The Focused evaluation will not be used as the basis for determining probable cause for the nonrenewal of an employee's contract. The Focused evaluation score will not be lower than the most recent Comprehensive evaluation, but may be higher than the most recent Comprehensive evaluation.

- iv. Additional Observations: In addition to the observations required principals or designated administrators may make observations at any time during the school year.
- v. Each evaluation report required will be promptly forwarded to the employer's Human Resources office for filing in the employee's personnel file. Evaluation reports other than those required will not be filed in the employee's personnel file unless the principal, designated administrator, or the employee elects to the contrary.
- vi. Following the completion of each report (observation or evaluation), a meeting will be held between the principal or designated administrator and the employee to discuss the report. A copy of the evaluation will be provided to the employee at this time.
- vii. Evaluation Procedures:
 1. Following the completion of each evaluation report, a meeting will be held between the principal or designated administrator and the employee to discuss the report. A copy of the evaluation will be provided to the employee at this time.
 2. The employee will sign the employer's copy of the evaluation report to indicate that they have received a copy of the report. The signature of the employee does not indicate agreement with the content of the evaluation report. If desired, employees may attach a rebuttal.
 3. Prior to the end of June, all evaluation reports will be forwarded to the employer's Human Resources office for filing in the employee's personnel file. Evaluation reports other than those required will not be filed in the employee's personnel file unless the principal, designated administrator or the employee makes that request.

4. Detailed procedures for comprehensive and focused evaluations are in Appendix J.

c. Probation:

i. Establishment of Probationary Period: After October 15th, and no later than sixty (60) school days prior to May 15th, an employee whose work is not judged satisfactory based on the Comprehensive evaluation criteria from the previous school year shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement. The following comprehensive summative evaluation performance ratings mean a classroom teacher's work is not judged satisfactory:

1. Level 1; or
2. Level 2 if the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five years of teaching experience and if the level 2 comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.

During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district. 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.

- ii. Any time after October 15, the employee will be given written notice of the action of the superintendent, which will contain the following information:
1. Specific areas of performance deficiencies.
 2. A suggested specific and reasonable program for improvement.
 3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her area(s) of deficiency.

iii. Evaluation During the Probationary Period:

1. At or about the time of the delivery of a probationary letter, the principal or designated administrator will hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. This discussion will also include the level of support and resources that the supervisor/building administrator will be providing to work toward improvement.
2. During the probationary period, the principal or designated administrator will meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.
3. The probationary employee may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the principal or designated administrator in those areas specifically detailed in his/her notice of probation.

- iv. Supervisor's Post-probation Report: Unless the probationary employee has previously been removed from probation, the principal or designated administrator will submit a written report to the superintendent at the end of the probationary period. Said report will identify whether the performance of the probationary employee has improved and will set forth one of the following recommendations for further action:
 - 1. That the employee has demonstrated sufficient improvement in the stated area(s) of deficiency to justify the removal of the probationary status; or
 - 2. That the employee has demonstrated sufficient improvement in the stated area(s) of deficiency to justify the removal of the probationary status if accompanied by a letter identifying area(s) where further improvement is required; or
 - 3. That the employee has not demonstrated sufficient improvement in the stated area(s) of deficiency and action should be taken to non-renew the employment contract of the employee.
- v. Action by the Superintendent: Following a review of any report submitted pursuant to paragraph 1.c.iv. above, the superintendent will determine which of the alternative course of action is proper and will take appropriate action to implement such determination.

d. Inapplicability of Grievance Provisions:

The final summative evaluation score, evaluation during the probationary process, and recommendation from the supervisor's post-probation report are not applicable to the grievance provisions outlined in Article IX, Section C.

Procedural requirements of the evaluation process (e.g., timelines, observation limits, written feedback) are subject to grievance provisions.

2. Evaluation Procedures for Certificated Support Personnel

a. General:

Employees on continuing contracts will be evaluated subject to the conditions as stated in RCW 28A.405.100. Employees on provisional contracts are subject to the conditions as stated in RCW 28A.405.220.

"Certificated support personnel" and "certificated support person" mean a certificated employee who provides services to students and holds one or more of the certificates pursuant to WAC 181-79A-140 (1) through (3) and (6)(a) through (e) and (g) and/or educational staff associate certificates pursuant to WAC 181-79A-140(5).

Employees hired to replace certificated employees who have been granted a leave by school district and/or retirees hired for postretirement employment are not required to be evaluated under this section.

b. Evaluation

- i. Responsibility for Evaluation: During each school year support staff shall be observed in the performance of their primary work assignment by their designated evaluator for the purpose of evaluation subject to and consistent with the provisions set forth herein in this Section B.2. For purposes of this section only, the term “employee” shall refer solely to “support staff.” The employer and association recognize that student progress is the result of a combination of factors.
- ii. Evaluation Criteria: Each employee shall be given a copy of the Employee Evaluation Form and criteria to be used in the evaluation process prior to the first observation. Forms and criteria for each position can be found under human resources on the district web page.
- iii. Required Evaluation:
 1. All employees, including new employees, will be evaluated annually; said evaluations are to be completed no later than three workdays prior to the end of the school year.
 2. If an employee resigns during the school year, a final evaluation will be completed prior to the resignation date.
 3. If an employee is assigned to more than one school, the superintendent will assign an administrator or administrators to evaluate that employee. The evaluator will consult the school or program administrators to which the employee is assigned when completing the evaluation.
 4. New employees: All employees who contract with the employer for the first time will be defined as "provisional employees" for a period of three (3) years, or one (1) year if the employee has completed at least two years in another school district, and shall be observed at least twice annually for a period of at least sixty (60) minutes. A second year provisional employee who receives a satisfactory evaluation may be granted continuing status for the subsequent school year. The first evaluation for provisional employees shall be made within the first 90 calendar days of the commencement of their responsibilities in each year. The second evaluation for provisional employees shall be completed by May 1 of the school year.
 5. Continuing employees: All employees who contract again with the employer after their provisional period in the District shall be defined as continuing employees and shall be evaluated pursuant to this section. Each employee will be observed annually for a period of at least sixty (60) minutes).
- iv. Minimum Observation Criteria:
 1. Provisional employees shall be observed at least one (1) time within the first 90 calendar days from the commencement of their responsibilities in each provisional year. They shall be observed at least one (1) more time before May 1 of those school years.
 2. Continuing employees shall have at least two (2) required classroom observations during the school year. The total observation time for each of these observations shall be not less than 60 minutes.

v. Additional Observations:

In addition to the required observations, principals or designated administrators may make observations at any time during the school year.

vi. Evaluation Procedures:

1. The employee will sign the employer's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not necessarily imply that the employee agrees with the contents of the evaluation report.
2. Prior to the end of June, all evaluation reports will be forwarded to the employer's Human Resources office for filing in the employee's personnel file. Evaluation reports other than those required will not be filed in the employee's personnel file unless the principal, designated administrator or the employee elects to the contrary.
3. Following each observation or series of observations, the principal or designated administrator will promptly document the results thereof, using the appropriate report form. The employee will be provided with a copy of the evaluation report within three (3) working days after such report is prepared.
4. Following the completion of each evaluation report, a meeting will be held between the principal or designated administrator and the employee to discuss the report. A copy of the evaluation will be provided to the employee at this time.

c. Probation:

- i. Establishment of Probationary Period: After October 15th, and no later than sixty (60) school days prior to May 15th, an employee whose work is not judged satisfactory based on the evaluation from the previous school year shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement. The following evaluation performance ratings mean a certificated support person's work is not judged satisfactory:

1. Unsatisfactory; or
2. Needs Improvement if the certificated support person is a continuing contract employee under RCW 28A.405.210 with more than five years of certificated experience and if the Needs Improvement evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.

During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district. 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.

ii. Any time after October 15, the employee will be given written notice of the action of the superintendent, which will contain the following information:

1. Specific areas of performance deficiencies.
2. A suggested specific and reasonable program for improvement.
3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her area(s) of deficiency.

iii. Evaluation During the Probationary Period:

1. At or about the time of the delivery of a probationary letter, the principal or designated administrator will hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. This discussion will also include the level of support and resources that the supervisor/building administrator will be providing to work toward improvement.
2. During the probationary period, the principal or designated administrator will meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.
3. The probationary employee may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the principal or designated administrator in those areas specifically detailed in his/her notice of probation.

iv. Supervisor's Post-probation Report: Unless the probationary employee has previously been removed from probation, the principal or designated administrator will submit a written report to the superintendent at the end of the probationary period. Said report will identify whether the performance of the probationary employee has improved and will set forth one of the following recommendations for further action:

1. That the employee has demonstrated sufficient improvement in the stated area(s) of deficiency to justify the removal of the probationary status; or
2. That the employee has demonstrated sufficient improvement in the stated area(s) of deficiency to justify the removal of the probationary status if accompanied by a letter identifying area(s) where further improvement is required; or
3. That the employee has not demonstrated sufficient improvement in the stated area(s) of deficiency and action should be taken to non-renew the employment contract of the employee.

- v. Action by the Superintendent: Following a review of any report submitted pursuant to paragraph 2.c.iv. above, the superintendent will determine which of the alternative course of action is proper and will take appropriate action to implement such determination.

d. Inapplicability of Grievance Provisions:

The final evaluation rating, evaluation during the probationary process, and recommendation from the supervisor's post-probation report are not applicable to the grievance provisions outlined in Article IX, Section C.

Procedural requirements of the evaluation process (e.g., timelines, observation limits, written feedback) are subject to grievance provisions.

Section C: Transfers and Assignments, and Open Positions

1. Transfers: Transfer will be defined as from one building to another building. The district reserves the right to transfer special education staff to meet student caseload ratios based upon enrollment. There are two types of transfers: "voluntary" and "involuntary."
 - a. Voluntary Transfer:
 - i. Out of Building: Employees may request a transfer from one building to another building by completing and submitting a Request for Transfer form (Appendix C) by February 1. These requests will be fully considered prior to posting positions.
 - b. Involuntary Transfer: When unique situations arise, the District and Association will collaborate to address the possible involuntary transfer of employees. As soon as possible after the need for an involuntary transfer is determined, the employee's supervisor/building administrator will meet with the employee to inform him/her of the reason for the transfer. Any employee involuntarily transferred will be provided with reasons for the decision in writing, upon request.
 - i. Employees who are directed by the employer to assume new assignments or responsibilities will, at employer expense, participate in training (tuition, college fees, books, and mileage to the institution within the state providing the most appropriate training) to the level required by the state superintendent for the new assignment (including a new subject area certification endorsement, if that is the requirement).
 - ii. Employees being transferred at the request or encouragement of authorized district administration will be provided two (2) paid days for moving and preparation prior to the arrival of students, if the transfer involves a curriculum and/or room change. Transfer from one location to another will be covered in Article VI, Section I.2.i. Employees so transferred will be allocated up to \$200.00 per FTE for curriculum/classroom materials should this move result in a grade level (K - 8) or departmental (7 - 12) change in assignment.
 - iii. Notice of a transfer during the school year normally will be made thirty (30) days prior to the date the transfer is to take effect. Notice of transfer for the following year normally will be given to the employee not later than June 15. It is understood that in the case of involuntary transfers, the employer has no other obligations except the procedures in Article IV, Section I.2.i. The right of assignment rests solely with the employer.

2. Reassignment. Reassignment will be defined as changing either a K-12 subject area or K-6 grade level within a building.
 1. Employees who are directed by the employer to assume new assignments or responsibilities will, at employer expense, participate in training (tuition, college fees, books, and mileage to the institution within the state providing the most appropriate training) to the level required by the state superintendent for the new assignment (including a new subject area certification endorsement, if that is the requirement).
 2. Notice of reassignment during the school year normally will be made thirty (30) days prior to the reassignment date. Notice of reassignment for the following year normally will be given to the employee not later than June 15.
3. Open Positions
 - a. Prior to Posting: The principal will notify staff about open positions as they occur. An employee who desires a change in grade and/or subject assignment within a building will apply by sending a written request to the principal. The principal will give full consideration to all pending requests for reassignment or additional FTE. The principal may add up to .5 FTE to an employee's existing contract. The principal will determine whether to fill a position from within the building or to post it outside the building as well.
 - b. Posted Positions: The employer will determine whether the posting will be advertised in-district or out-of district. The employer will notify all district employees of open positions via email. During school breaks, employees have the responsibility to access the district's job-line in order to be aware of current open positions (both in and out-of district) and to make themselves available for an interview. Employees will follow the district application process. District employees, presently working in certificated positions, who meet the minimum qualifications and are applying for a position, will be granted an interview. Any represented substitute (as defined in Article 1, Section A.2) may apply for in-district postings but are not guaranteed an interview.
 - c. Selection Criteria: Posted positions will be filled by prospective or any presently certificated employees, including those on leave, on the basis of education, affirmative action requirements, professional experience, competency, qualifications of the applicant, and the employer's overall personnel staffing needs. If all of the above criteria are of equal weight among the applicants, district employees will be given preference, and those with the greatest length of service in the district will be given priority. If an employee is not selected, the reasons for the decision will be set forth in writing, upon request.

Section D: Workday

Regular building hours for employees will be from one-half hour before school starts to one-half hour after school ends, including a thirty (30) minute continuous duty-free lunch period, and will not exceed seven and one-half (7-1/2) hours. However, the principal and the building staff, by mutual agreement, may vary the amounts of time before school starts and after school ends so long as the total of such times is not less than sixty (60) minutes. This does not prohibit the adjustment of times before and after school for individual employees when mutually arranged by the principal and the employee(s) involved. The starting and dismissal times may vary from school to school and will be determined by the employer with input from the staff as practical.

In the event of weather-related school delays, employees will make every effort to arrive thirty (30) minutes prior to the revised scheduled start time.

There will be occasional times when employees spend time outside regular school building hours for an unusual student need, conferences with parents unable to meet during the day (scheduled following consultation with staff members), limited input on curriculum, and extraordinary staff meetings. There may be limited assignments of employees to duties, meetings, activities, or other responsibilities requiring occasional time outside regular school building hours. Such assignments will be made on a reasonable basis and only after consideration of staff or individual employee input. Open House nights will not exceed two (2) per year. Open Houses will be a required activity, except for emergencies.

Kindergarten teachers with two half-day groups, will have substitute coverage to provide parent conference time that is double the scheduled time for “full day” kindergarten teachers.

The supervisor/building administrator has day-to-day supervision responsibilities for remedying situations, including absences of staff, which impact the workload of special education teachers in the self-contained resource rooms and special education pre-school class-rooms.

Section E: Preparations/Planning Time

1. Preparations:

- a. Employees in their first or second year of teaching experience will have no more than two preparations at the high school and middle school level.
- b. Employees new to the district will have no more than three preparations at the high school and middle school level. Due to the unique nature of the Commodore Options School model, this requirement may be waived upon mutual agreement with the staff member and the building principal.
- c. The normal standard will be three (3) preparations at the high school and middle school level, except where teachers voluntarily elect to have more than the standard number of preparations and the administrator could have scheduled for fewer as occasionally occurs in the high school scheduling process. Such issues are to be resolved before the final schedule is set. If a teacher or department voluntarily elects to have more preparations than would be necessary for a viable master schedule, the normal standards will only be applicable to extra preparations dictated by scheduling needs and above the standards. In situations when the normal standard has been exceeded and no exception has been made, the Staffing Review Committee will determine if assistance is needed.
- d. The following procedure will be used to review problems arising from the number of preparations required of classroom teachers:
 1. The Staffing Review Committee will consider all relevant factors including the standards set out in E.1.a, b and c (above), past practice, the number of different courses taught, and prior responsibility for those basic courses. An IEP will not be counted as a preparation.
- e. Recommendations for assistance may take different forms.

2. Planning Time

- a. Each secondary (7-12) teacher will have an equivalent of one period of a student's school day for the purpose of instructional planning and conferences.
- b. Each K-6 certificated teacher including specialists and special education/ special services staff will have at least 240 minutes per week with no fewer than 40 continuous minutes daily on full days and 30 continuous minutes on early release days of a student's school day for the purpose of instructional planning and conferences. Such time will be exclusive of WAC before/after school time and duty-free lunch periods.
- c. For employees teaching partial days, planning time will be on a pro rata basis.
- d. Exceptions to planning time are permissible when special events or emergencies require the alteration of the daily schedule.

Section F: Facilities

All employees will have access to those school facilities necessary to pursue and accomplish district-approved educational objectives relative to their job assignment. Employees will be supplied with a room that is equipped with standard and customary supplies, materials, and appropriate technology. Employees will not grant facility access to other individuals or groups without approval of the employee's supervisor/building administrator or immediate supervisor.

Section G: Student Teachers

Employees are under no legal obligation to the employer or to a college/university involved to accept a student teacher, a September Experience student, or intern. If the employee does accept this responsibility, he/she does so on a voluntary basis.

The college/university and the employer will not assign a student teacher, a September Experience student, or intern to an employee without first contacting that employee for permission to do so a minimum of ten (10) days prior to such assignment unless there are extenuating circumstances, and then, only with mutual agreement of all parties. The supervising employee will have the right to inspect the credentials of the student teacher or intern, and may request an interview.

The supervising employee may recommend the dismissal of a student teacher to the supervisor/building administrator and the college/university supervisor, in writing. Accompanying the recommendation for dismissal, the supervising employee will provide a written explanation to the immediate supervisor, the college supervisor, and the student teacher involved.

Teachers or other certificated employees must have at least three (3) years of experience to accept student teachers, September Experience students, or interns.

The supervising employee will receive teacher-supervisor money paid by the college/university to the school district for student teachers, interns, and September Experience students.

Section H: Reduction in Force (RIF) Procedures

1. Statement of Intent

In order to provide for program continuity, staffing stability, and to minimize the disruption necessitated by a reduction in force (RIF), the employer and the association agree that the intent of this reduction in force policy is to maintain quality program with minimal disruption. If the possibility of a RIF exists, the processes outlined below for staffing will be in place for the remainder of the staffing process. The intent of the procedures in this Article is to minimize the number of employees who receive layoff notices and to retain qualified employees. The RIF policy will be in effect until the recall pool is exhausted. The RIF policy will be in effect until the recall pool is exhausted. The following subsections of the reduction in force policy are designed to reflect this intent.

The employer will have the right to reduce or eliminate specific programs because of declining enrollment and/or declining student interest in that program. (From H.4)

Continuing employees will be rified from least to greatest seniority as defined by the S275 seniority list. School year only employees (Leave Replacement or Retire/Rehire) are by definition only employees for the school year, and therefore are not included in this provision.

2. Reduction in Force Definitions

- a. Provisional/continuing employee clarification: Provisional employees are continuing contract employees and as such will be considered the same for the purpose of RIF procedures.
- b. Seniority: Seniority will be defined consistent with the years of service recognized on the current year's S-275 report to the Superintendent of Public Instruction.
- c. Verification: The employer will annually publish and make available to all employees and the association a seniority list ranking each employee from greatest to least seniority by January 15th. Any disputes as to placement on that seniority list will be sent to the employer in writing within ten (10) calendar days of receipt of such seniority list. After considering any appeals, the district will publish a final notice with any corrections to the seniority list.

3. Overview of Reduction in Force Process:

In our joint effort to minimize the number of employees who receive layoff notices, the district and the association will take the following steps:

- A. Engage in consultation with association leadership.
- B. Determine the number of vacant positions and identify the position(s) to be reduced.
- C. Activate the surplus process.
- D. Determine employees to be notified of layoff.
- E. Issue statutory notices of nonrenewal or surplus.
- F. Place laid off employees in recall pool with layoff benefits.
- G. Use recall procedures to fill vacancies from the recall pool.

Each of these steps is described in detail in the paragraphs below.

(1) Consultation with Association Leadership:

Prior to making a recommendation to the Board of Directors, the district will meet with association leadership for the purpose of discussing the proposed reduction in force and implementation of this Article. The staffing requirements and projected student enrollments determined by the employer for elementary, middle, and high school levels will be provided to the association. The recommendations the superintendent will make to the Board of Directors will be given to the association at least five (5) days prior to Board consideration. The association will have the right to submit advisory oral and/or written commentary prior to final Board action. However, decisions regarding budget, educational program, and personnel are the sole prerogative of the Board.

(2) Determination of Vacant Positions:

- a. In determining the necessary number of positions, the employer will take into account expected attrition, applications for leaves of absence, and voluntary requests for reductions from full-time to part-time assignments (where the employer judges that such part-time assignments will not be detrimental to the total program) and transfer requests.
- b. If a voluntary transfer could take place to reduce the number of rified positions, and is approved by the district, the district will provide incentives to do so (as detailed in Item 9f, 1-2).

(3) Surplus:

When a school and/or district program has more staff than the projected number of staff needed for the following school year for that site or program, the surplus process will be in effect. During the surplus process, all site-based reassignment and external job postings will be paused until the process has been resolved or there is a joint agreement between the district and association to resume.

1. The surplus process includes the analysis of the needed staff and determines the number of current staff in the building/program who are in excess of the staff allocation needed for the following year.
2. A joint review of the district staffing plan by site/program will be shared and reviewed by the district and the association to identify areas of vacant FTE and identify areas of overstaffing.
3. The least senior staff member from each site or district program will be identified based on the S-275.
4. The district will identify the vacant positions surplus staff could fill for the upcoming year. No staff member will be surplusd out of their current category to fill a vacancy in another category in order to prevent a RIF or surplus.
5. The district will work in consultation with the association to place surplusd staff for the following year.
6. Employees being transferred to a new site due to the surplus process will be provided two (2) paid days for moving and preparation prior to the arrival of students. Employees who transfer from one location to another will be covered in Article VI, Section.I.2.i Staff will also be allocated \$200.00 per FTE for curriculum/classroom materials.

Right of Return for Surplussed Staff:

Any person surplussed and reassigned to a different building or program shall have the first priority in filling vacancies, for which they are qualified, that arise at the building or program from which they were surplussed until August 15th of that year. Once the employee rejects the opportunity to return to the building from which they were surplussed that employee waives any further right of return. This right to return shall be offered to qualified employees in seniority order. This right supersedes the recall unless the provision would prevent a laid off employee from being recalled. During the staffing process the following year, should an opening become available at a surplussed staff member's original building or program that matches the FTE they were originally surplussed, for which they are qualified, they can choose to be voluntarily transferred back to that building or program without the need to complete a voluntary transfer application. If no opening exists, but the employee is interested in subsequent years they may indicate interest through submission of an application of interest to transfer on or before February 1st of each year.

(4) Determine Employees to be Laid Off/RIF:

If no open positions exist for which the surplussed staff member is qualified then staff will be retained in seniority order within a category.

a. Qualification for a Category: An employee will possess an appropriate, valid Washington State credential, certification, and endorsement for placement in a particular category.

b. Categories:

i. Grades K-6 includes interventionists, elementary Teacher on Special Assignment (TOSA) such as differentiation specialists, curriculum specialist and instructional coach based on appropriate certification. If a staff member who currently teaches at Sakai does not hold a K-8 Endorsement, and holds a content-specific endorsement, they will be placed in category ii.

ii. Grades 7-12 by department: english, world language, math, social studies, science, career and technical education/diversified arts, and grades 7-12 TOSA such as differentiation specialists, curriculum specialist and instructional coach based on department with appropriate certification. This would not include art, music, health/fitness, library (see category 5). If a staff member currently teaches in grades 7 and 8 and holds only a K-8 endorsement, they will be placed in category i.

iii. Support services by designated support service areas. (Examples: counselor, psychologist, specialist such as speech language pathologist, occupational and physical therapist, etc.)

iv. Special education.

v. K-12 Art, music, health/fitness and library based on appropriate certification

An employee will be placed in one of the above categories based upon his/her current position in the district. If an employee is not retained in the first category, then the employee is also eligible to be retained in another category for which he/she has previously taught within the last ten (10) years. It will be the employee's responsibility to prove/document experience levels.

When exceptions to category placements occur, the association and the district will meet to discuss options.

- c. Tie Breakers: These steps will be taken to break a seniority tie within categories in the event of a categorical RIF or a general RIF.
 - i. Total Teaching Experience: In the event two or more employees have the same seniority ranking in a category, all employees so affected will be ranked in accordance with their total FTE seniority accrued at any public or accredited private school including experience outside the State of Washington.
 - ii. Experience in the Category: In the event two or more employees have the same seniority ranking after applying the above provision, all employees so affected will be ranked in accordance with the total FTE seniority as contracted employees in the particular category.
 - iii. College Degree, Credits or Clock Hours: In the event two or more employees have the same seniority ranking after the application of (1) and (2) above, all employees so affected will be ranked by the total number of college credits and clock hours earned after the B.A. degree as included as part of the employee's school district record of October 1 of the current school year. If the number of credits and clock hours is the same, they will be ranked in accordance with the highest graduate degree in the category.
 - iv. Lottery: In the event two or more employees have the same seniority ranking after the application of (1), (2), (3) and (4) above, all employees so affected will participate in a drawing, by lot, to determine position on the seniority list. The association and all employees so affected will be notified, in writing, of the date, place, and time of the drawing. The drawing will be conducted openly and at a time and place which will allow affected employees and the association to be in attendance.

- E. Issue Notices:

If a staff member is issued a notice of surplus for a position in their category during a time of RIF, they will have the following options:

 - a. Accept the reassignment
 - b. Apply for leave due to RIF
 - i. Once on leave, the staff member would need to apply through the normal application process for any opening that may occur.
 - ii. A staff member on leave would not engage the right to return language.
 - c. Resign the reassigned portion of their FTE

If a staff member is issued a notice of surplus and is being assigned to a position outside of their category during a time of RIF, they will have the following options:

- a. Accept the reassignment
- b. Apply for leave due to RIF
 - i. Once on leave, the staff member would need to apply through the normal application process for any opening that may occur.
 - ii. A staff member on leave would not engage the right to return language.
- c. Resign the reassigned portion of their FTE

Individuals not assigned to any position due to RIF will be notified of layoff in accordance with state law and regulations, and will be recalled as positions for which they are qualified become available.

It is understood and agreed that although employees properly laid off pursuant to the terms thereof and in compliance with applicable law may not have a continuing contract for the forthcoming fiscal year, each laid off employee will be considered to have employment status with the district for purposes of retaining seniority and for accessing fringe benefits as provided by law. Employment status with the employer will last for the duration of the recall pool unless the person is hired by another employer.

F. Recall Pool with Layoff Benefits:

Employees laid off by these procedures will be placed in a recall pool for possible re-employment per Section 9 j. or until accepting a district position of the same or greater FTE than previously held. Employees in the recall pool will have the following layoff benefits:

- a. The employer will pay benefits through the life of the individual employee contracts. The employer will continue payment of benefits, at employee request and expense, as provided by law (COBRA).
- b. Substitute employment will be offered to laid-off employees consistent with the substitute procedures of the employer and applicable law. Acceptance of substitute teaching will not jeopardize re-employment. Employees in the recall pool will be given priority for substitute employment.
- c. Benefits to which an employee was entitled at the time of his/her layoff will be restored to the employee prorated by FTE. Unused accumulated leaves to which an employee was entitled at the time of his/her layoff will be restored to the employee upon his/her return to active employment. The employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

G. Recall Procedures:

- a. Re-employment will be on a seniority basis, within categories in which personnel have previously qualified before layoff. Independent contractors will not be considered part of the recall pool.
- b. The intent of the recall procedure is to offer employees in the recall pool re-employment commensurate in FTE with the position held prior to RIF. Any increase in FTE must be accomplished through the normal hiring process. Individuals holding full-time positions prior to RIF who are placed in the recall pool will be eligible for full-and part-time positions as they become available based upon their qualifications and

seniority for the open positions. Employees who were assigned to full-time positions prior to RIF but who opt to accept part-time positions as a result of the layoff will be given the opportunity to be considered for any full-time position according to their qualifications and seniority. Employees who were assigned to part-time positions prior to RIF who increase their FTE through the normal hiring process and who are at the top of the seniority list of employees in the recall pool for a category will not jeopardize their recall status for a part-time position. They will be given the opportunity to be considered for available part-time positions according to qualifications and seniority, pending the district's ability to find a suitable replacement.

- c. Individuals holding continuing contracts prior to RIF who are placed in the recall pool will be offered continuing contract positions by category as they become available based upon their qualifications and seniority for the positions opened. Employees who were assigned to continuing contracts prior to RIF but who opted to accept non-continuing contracts as a result of the layoff will be offered continuing contract positions by category as they become available based upon their qualifications and seniority for the positions opened.
- d. If, because of the RIF, an employee is teaching out of his/her major field, the employee's next two (2) years' annual evaluations will contain a notation recognizing that fact.
- e. No involuntary transfer will be made with the sole purpose of facilitating recalls.
- f. If a voluntary transfer would facilitate the recall of an employee, upon district approval:
 - 1. The district will provide two (2) days of moving and preparation pay.
 - 2. Prior to approving the transfer, if additional training is necessary, the employee and employer will meet to develop a plan of support. Once the transfer occurs, the employer will provide funding for the cost of any training recommended in that plan of support.
- g. The employer will contact said employee by telephone, to be followed by written notice of recall from layoff by sending a certified letter to the employee at his/her last known address. It is the responsibility of each employee to notify the employer of any change in address.
- h. The employee's address as it appears on the employer's records will be conclusive when used in connection with layoffs, recall, or other notice to the employee.
- i. Any employee so notified will respond within five (5) calendar days from the receipt of said notice. At this time, the employee must accept or reject the offer of a position. If an employee rejects a position for which he/she is qualified, and such position is offered consistent with the categories for which the employee indicated a preference, the employee will forfeit seniority in that category only and his/her name will be placed on the bottom of the list.
- j. Laid off employees will remain in the recall pool for one (1) year following the layoff. It will be the responsibility of each individual placed in the recall pool to notify the employer, in writing, between May 15 and June 15 if said individual wishes to remain in the recall pool for the subsequent year. If such notification is not received, the employee will be considered to have resigned from the employ of the employer and all benefits will cease at that time.

10. Grievances:

All grievances under the provisions for reduction in force must be initiated at Step II of the grievance procedure within ten (10) calendar days of notice of non-renewal and must be completed (including arbitration) within ninety (90) calendar days of said notice.

11. Application to Law:

This procedure will be consistent with applicable laws and regulations.

Section I: Guest Speakers

1. Procedural Rules for Guest Speakers

- a. When an employee believes that a guest speaker will contribute to the curriculum by helping achieve the goals and objectives of the course, the employee will follow the procedure set out below.
- b. Approval of a guest speaker will be exercised in a manner consistent with the principles of free inquiry and expression. When approved, the guest speaker will be expected to adhere to the purpose of the appearance.
- c. If the principal has reason to believe that the appearance of the guest speaker would not provide a contribution to the curriculum or would be harmful to the students, he/she may deny the appearance of the guest speaker. A rationale will accompany each denial.
- d. The employee responsible for inviting the guest speaker will have the responsibility of interrupting or suspending any proceedings if the presentation of the guest speaker is beyond the purpose of the appearance or in endangering to the health and safety of the students and staff.
- e. If the employee and the principal believe the guest speaker's topic is controversial, both parties will meet and will determine a course of action to adhere to the district's Guest Speakers Policy and Procedure.
- f. At least two (2) weeks before the date the speaker will visit, the employee will notify the principal on the attached form whom he/she wants to invite, relationship, and contribution to the employer's curriculum, background of the guest speaker relevant to the curriculum area, and when the speaker will visit.

Any employee may request a waiver of the two-week notice period and any principal may grant such a waiver in order to accommodate the scheduling of a speaker on short notice. However, such a waiver will be at the sole discretion of the principal and the previous granting of such waivers will not obligate any principal to grant a waiver for any future request.

- g. In the event the speaker's topic is determined to be controversial, the employee will notify students beforehand that any student wishing not to attend the presentation will have an alternative assignment.

- h. Unless the principal approves otherwise, the employee will not allow students who are not class members to hear the speaker.
- i. The guest speaker will be registered in the office by the employee on the day he/she speaks.

2. Guest Speaker Form

Employees wishing to invite guest speakers will email their building administrator two (2) weeks prior to the appearance of the guest. The principal will respond to the employee within one (1) week from the date he/she receives it.

Any employee may request a waiver of the two-week notice period and any principal may grant such a waiver in order to accommodate the scheduling of a speaker on short notice. However, such a waiver will be at the sole discretion of the principal and the previous granting of such waivers will not obligate any principal to grant a waiver for any future request.

Section J: Class Size and Caseload

In order to increase teaching effectiveness and learning opportunities for the students of the employer, the following provisions of this section will serve as the basis for determining the daily individual classroom employee workload. The term "class size" as referred to in this provision means the ratio between the total number of FTE students in a class and the number of teachers in that class. Employees in their first or second year of teaching experience will not have students over class size limits unless a meeting has been held with the building administrator, an Association representative and the Superintendent’s designee. Any teacher with a class in excess of the respective limit will be eligible for remedies as provided in this contract.

1.

<u>Elementary Grades</u>	<u>Limits</u>
Preschool	24
Grades K-1	24
Grades 2-3	26
Grades 4-6	<u>27</u>

2. Elementary Specialists Staffing ratios for elementary specialists will be the same as for elementary grades. No elementary specialist will serve more than seven (7) sections of classes per day. In determining the number of sections served, half-day kindergarten classes will count as 0.5 as computed on monthly building counts. No more than two (2) sections of kindergarten classes will be served on any given day unless mutually agreed upon with specialist staff and building administration.

3.

<u>Intermediate Specialists</u>	<u>Limits</u>
Art	27
Band	32
Music	32
Fitness/Physical Education	32

4. Secondary Grades The class size limits for secondary grades will be at the levels listed below, except where historically larger or where limited facilities and/or equipment necessitate.

If a CTE course is cross-credited with another general education content area (i.e. math or science) the class size defers to the other content area. Health has a size limit of 29.

<u>Curriculum Areas</u>	<u>Limits</u>
Art (Not CTE)	29
CTE (not Construction and Engineering)	28
CTE Construction and Engineering	25
World Language	29
English/Language Arts	28
Mathematics	29
Music	38
Fitness/Physical Education	42
Health	29
P.E. Weight Room (HS only)	32
Science	28
Social Studies	29
Theatre	29
Photography	28

5. Mixed Grades: For any elementary grade classes composed of mixed grades, the staffing ratio will be eighty percent (80%) of the ratio for those particular grade levels and/or curriculum areas. This section will not apply to multi-age classrooms.
6. Librarians: The optimum number of librarians is one (1) per building.
7. Elementary Instructional Interventionist: The staff to student ratio will be 1:50.
8. Resource Room Caseload:
- Teachers at the elementary level will have a case load of no more than twenty-six (26) students on IEPs. Elementary resource rooms will be staffed with at least fifteen (15) hours of paraeducator time per FTE. The fifteen (15) hours will not be considered as an overload remedy. Additional staffing will be considered for extraordinary student needs. If the number of students goes below 75% of FTE caseload, the amount of paraeducator time may be reduced.
 - Teachers at the intermediate school level will have a caseload of no more than twenty-seven (27) students on IEPs per FTE teacher assigned to the resource room program. Intermediate resource rooms will be staffed with at least twelve (12) hours of paraeducator time per FTE. The twelve (12) hours will not be considered as an overload remedy. Additional staffing will be considered for extraordinary student needs. If the number of students goes below 75% of FTE caseload, the amount of paraeducator time may be reduced.
 - Teachers at the middle school will have a caseload of no more than twenty-nine (29) students on IEPs per FTE teacher assigned to the resource room program. Middle school resource rooms will be staffed with at least nine (9) hours of paraeducator time per FTE. The nine (9) hours will not be considered as

an overload remedy. Additional staffing will be considered for extraordinary student needs. If the number of students goes below 75% of FTE caseload, the amount of paraeducator time may be reduced.

- d. Teachers at the high school will have a caseload of no more than twenty-nine (29) students on IEPs per FTE teacher assigned to the resource room program. High school resource rooms will be staffed with six (6) hours of paraeducator time per teacher FTE. The six (6) hours will not be considered as an overload remedy. Additional staffing will be considered for extraordinary student needs. If the number of students goes below 75% of FTE caseload, the amount of paraeducator time may be reduced.

9. Self-Contained Classroom Caseloads:

- a. Teachers at the elementary school level who serve students who have severe disabilities and little or no ability to function independently in the educational environment will have a caseload of no more than eight (8) students on IEPs per FTE teacher. Elementary school self-contained classrooms will be staffed with paraeducator support at three (3) hours per student. The three (3) hours per student will not be considered as an overload remedy. Additional staffing will be allocated for students who need supervision outside the student day (i. E. specialized transportation). Additional staffing will be considered for extraordinary student needs. If the number of students goes below 75% of FTE caseload, the amount of paraeducator time may be reduced.
- b. Teachers at the intermediate/middle level who serve students who have severe disabilities and little or no ability to function independently in the educational environment will have a caseload of no more than eight (8) students on IEPs per FTE teacher. Intermediate/middle school self-contained classrooms will be staffed with paraeducator support at two and one-half (2.5) hours per student. The two and one-half (2.5) hours per student will not be considered as an overload remedy. Additional staffing will be allocated for students who need supervision outside the student day (i.e. specialized transportation). Additional staffing will be considered for extraordinary student needs. If the number of students goes below 75% of FTE caseload, the amount of paraeducator time may be reduced.
- c. Teachers at high school level in Independent Learning Centers who serve students who have severe disabilities and little or no ability to function independently in the educational environment will have a caseload of no more than 10 students on IEPs per FTE teacher. High school self-contained classrooms will be staffed with paraeducator support at two (2) hours per student FTE. The two (2) hours per student will not be considered as an overload remedy. Additional staffing will be allocated for students who need supervision outside the student day (i.e. specialized transportation). Additional staffing will be considered for extraordinary student needs. If the number of students goes below 75% of FTE caseload, the amount of paraeducator time may be reduced.
- d. Teachers in the adult living program(ALP) will have a caseload of no more than twelve (12) students on IEPs for a four (4) day/week schedule. The ALP will be staffed with paraeducator support at two (2) hours per student. The two (2) hours will not be considered as an overload remedy.

10. Developmental Preschool Caseload:

Teachers at the preschool level will have a caseload of no more than ten (10) students on IEP's and four (4) typically developing peers per session. These classrooms will be staffed with six (6) hours of paraeducator time per half-day per FTE. These six (6) hours will not be considered as an overload remedy. Additional

staffing will be considered for extraordinary student needs. If the number of students goes below 75% of FTE caseload, the amount of paraeducator time may be reduced.

11. Special Services Staff:

<u>Employee Type</u>	<u>Grade Level</u>	<u>Ratio</u>
Counselor	Elementary	1:450 students
	Intermediate School	1:425 students
	Middle School	1:400 students
	High School	1:400 students

Occupational Therapist/Physical Therapist: One therapist will maintain a caseload of more than twenty-five students (25 IEPs) per full time equivalent therapist.

Speech Language Pathologist: One therapist will maintain a caseload of no more than (40) students (40 IEPs) per full time equivalent SLP with remedies to begin with the 42nd case.

School Psychologist: The target ratio will be a caseload of no more than 1:1250 per FTE for the psychologist staff. The District reserves the right to assign staffing to meet student caseload ratios (i.e. multiple buildings, reassignment, etc.) To determine Early Childhood caseload multiply the Kindergarten head count by 3.5.

Speech and Language Pathologists, Occupational Therapists and Physical Therapists will be provided appropriate time during school hours to complete evaluations and related paperwork, obtained either through regular scheduling of time blocks or through the modification of therapy schedules on an as needed basis.

Section K: Overloads and Remedies

When a staff member reaches overload status, there are remedies available as described in this section. An effort will be made to balance class size for each teacher throughout the day and among teachers of the same class at the same period.

1. Determination of Overload

<u>Employee Type</u>	<u>Class size/Caseload limit</u>	<u>Remedy</u>
Pre-K through 1 st Grade general ed teacher	24	Para time, sub time, stipend (or combination) ½ day kindergarten receives ½ of the remedy
Grades 2-3	26	Para time, sub time, stipend (or combination)
Grades 4-6	27	Para time, sub time, stipend (or combination)
Elementary specialists	Same as for elementary staff	TBD in consultation with principal
Intermediate specialists	see list in section J: Staffing	Para time, sub time, stipend (or combination)

<u>Employee Type</u>	<u>Class size/Caseload limit</u>	<u>Remedy</u>
Secondary curriculum areas	see list in section J: Staffing *avg over the day	Para time, sub time, stipend (or combination)
Special education Resource Room	-Elementary-26 -Intermediate-27 -Middle-29 -High-29	Para time, sub time, stipend (or combination)
Special Education Self-Contained	-Elementary-8 -Intermediate-8 -Middle-8 -High-10	Para time, sub time, stipend (or combination)
SLP	40	Remedy begins at 42nd student; Para time, sub time, stipend (or combination)
OT/PT	25	Remedy begins at 26th student: Para time, sub time, stipend (or combination)
Psychologist	1250 students	For each 5% of overload Para time, sub time, stipend (or combination)
Nurse	2500 students	For each 5% of overload Para time, sub time, stipend (or combination)
Elementary counselor	450 students	For each 5% of overload Para time, sub time, stipend (or combination)
Intermediate counselor	425 students	For each 5% of overload Para time, sub time, stipend (or combination)
Middle/HS counselor	400 students	For each 5% of overload Para time, sub time, stipend (or combination)
K-6 Instructional Interventionist	50 students	Para time, sub time, stipend (or combination)

For the purpose of providing remedies at the secondary level, overloads will be determined on the basis of the average class size taught by a teacher. Remedies to be applied only when whole numbers of students are reached:

- .1 through .9 over = no remedy;
- 1.0 through 1.9 over = remedy for one (1) student, etc.

The following procedure will be used in determining overload pay at Sakai Intermediate School.

1. Determine the number of teaching minutes per day (# minutes per period x #periods; ex: 45x6)
2. Divide the minutes per period by the daily teaching minutes to determine the percent of day in overload per student (ex: 45/270)
3. Multiply the CBA daily rate of overload pay by the percent in step #2 above by the number of overload students to determine the adjusted pay rate
4. Multiply the adjusted pay rate by the number of overload days to determine total pay for the reporting period

2. Procedure

The employer will have ten (10) school days at the beginning of the school year and five (5) school days at the beginning of the second and third trimester/semester to make adjustments in class sizes.

When an overload situation cannot be adjusted the affected employee(s) will have the remedy of one of the following options or combination of options of his/her choice as outlined in the remedy section below. All options will be retroactive to the first day of the overload.

In order to ensure input from certificated employees directly affected by classes and/or caseloads larger than the maximum staffing guidelines/standards, these procedures will be followed:

- a. As soon as an overload occurs, the supervisor will meet with the employee to analyze the situation and develop a tentative solution and implement the remedies chosen by the employee from the options outlined in the remedies section below. If district level approval is needed, the supervisor will advise the employee within five (5) school days of the decision. These remedies will be funded from the general operating budget for the employer.
- b. Deviations from these levels may occur where certificated employee(s) and administration have developed special variations in curriculum, instructional methods, and staff organization. A mutual letter of agreement will be established between the association and the employer regarding any deviations.

3. Remedies:

- a. The employer will make a reasonable attempt to hire certificated employees to remedy overload situations. If this is not possible, overload remedies are as follows:
 - (1) Addition of paraeducator time: A teacher in overload may choose to have one half (1/2) hour of paraeducator time per day for each student over. Paraeducator time for special services staff who do not have direct instructional responsibilities will be granted at a rate of one (1) hour per day for each five percent (5%) over the target ratio stated above up to a maximum of two hours per day.
 - (2) Accumulation of substitute time: A teacher in overload may choose the option of banking two (2) hours of substitute time per week for each student over. Substitute days are to be spent in the teacher's school and may be used, at said teacher's discretion, for such things as team teaching with the substitute, additional preparation, grading, record-keeping, etc. The time is

to be accumulated to the equivalent of one-half (1/2) day; no more than one (1) day of sub time may be used in any given week.

- (3) Stipend for extra students: There are instances where the immediate addition of paraeducator assistance or substitute assistance may not be the most effective remedy. A teacher in overload may elect to receive a stipend for extra students (see Appendix D-3) for each student over the appropriate class size/caseload maximum. Music classes at grades 7 and above may not exceed an overload remedy of three (3) students over the limit.

Stipends for extra students for special services staff will be granted per Appendix D-3 per day for each five percent (5%) over the target ratios stated above.

- b. Elementary and Intermediate conferences: Elementary and Intermediate classroom teachers with more than twenty-four (24) students may claim one (1) hour of compensation at the per diem rate for each student over the twenty-four (24) in order to have adequate preparation time for parent/teacher conferences. Claims for payment may be made twice in a school year if both fall and spring conferences are held.
- c. Staffing Review Committee: A teacher whose class size/caseload is under the stated minimum number, but has concerns about the composition and/or special needs of students in his/her class, may refer those concerns in writing to the Staffing Review Committee. The committee will meet twice yearly with application deadlines of November 1 and March 1. The teacher will complete and submit the Staffing Review Committee packet (available on the district website under "For Staff/District Forms") on or before the deadlines to the Human Resource Director. The committee will be composed of two (2) administrators chosen by the Superintendent, three (3) certificated staff members chosen by the association, one of whom is a special education staff member, and chaired by the administrator of Human Resources (who may vote to break a tie). The Staffing Review Committee will meet with the applicants within ten (10) working days of the deadline date. Final decisions will be provided by email within two (2) working days of the final committee meeting. The following criteria will be used as a guideline in determining possible action:
1. Range of student performance
 2. Student combinations
 3. Limits of supplies and/or facilities
 4. Safety regulations
 5. The teacher's experience
 6. Categories of student needs as established by the state superintendent's office
 7. Travel between buildings
 9. Extremely High Impact student(s)
 10. Excessive number of preparations
 11. Secondary class size imbalance

The kinds of measures taken to give assistance to a teacher with a special class may include transfer of students, addition of certificated and/or paraeducator time, accumulation of substitute time, and/or other mutually agreeable solutions. For cases where class size/caseload has not exceeded the limit, the decision of the District Review Committee may be appealed only to the superintendent's level where the decision will be final and binding.

Measures taken by the Staffing Review Committee will not exceed \$15,000.00 in total per school year.

- d. Special Education Review Committee. Special needs teachers and specialists, with the exception of psychologists who have a separate remedy, who have concerns about the composition and/or special needs of students within their caseloads may refer those concerns in writing to the Special Education Review Committee using the same steps outlined in Item 10. The committee will be composed of one administrator to be chosen by the Superintendent, the administrator of Special Services, three (3) certificated staff members to be chosen by the association, two (2) of whom are special education staff members, and chaired by the administrator of Human Resources (who may vote to break a tie). Measures taken by the Special Education Review Committee will not exceed \$5,000 in total per school year.
- e. In resolving staffing ratios, the parties will take into consideration all relevant factors including facilities, employer budget, special needs of students, the employer's instructional program, and the wishes of the affected certificated teacher. If a staffing ratio is not resolved through the levels stated above, the issue may be processed through the grievance procedure beginning at Step 2.

Section L: Mentor Teacher

Depending upon the level of funding from the state:

1. Beginning teachers will be nominated for the program by the Superintendent's designee at the time of hire. For purposes of interpreting this section of the contract, the beginning teacher will mean a certificated teacher with fewer than 90 consecutive days of classroom teacher experience in either a public or private school in any grade, kindergarten through 12, and who is employed by the district for 90 consecutive days or more to serve primarily as a classroom teacher.
2. Employees interested in becoming mentor teachers should make application to their supervisor/building administrator at the beginning of the school year. A mentor teacher should:
 - a. Whenever possible, teach in the same field or related area of concentration as that of the beginning teacher in the same building.
 - b. Have taught for not less than three (3) full years including at least one (1) year in the Bainbridge Island School District.
 - c. Have no noted deficiencies in his/her evaluation for the current year and the two (2) previous years.

The applicant must be assigned to the same level (K-6) (7-8) (9-12) as the beginning teacher.

3. Selection of mentor teachers will be made by the supervisor/building administrator. The employer will notify the association of the mentor/mentee assignments. In the event more than one employee desires to be a mentor, a representative appointed by the association will participate in the selection process.
4. Participation in the Beginning Teacher Assistance Program will be voluntary.

5. Mentor teachers and beginning teachers participating in the Beginning Teacher Assistance Program will be paid according to the guidelines provided by the Office of Superintendent of Public Instruction (OSPI).
6. Neither the mentor teacher nor the beginning teacher will in any way participate in the district's performance evaluation of the other. No reference will be made in either evaluation to any involvement in the Beginning Teacher Assistance Program.
7. Participants will be provided with a mentor, using guidelines outlined in paragraph 2. At the teacher's option, four (4) days of release time will be granted to each mentor and each new teacher for peer coaching, observation, and conferences.

Section M: Safe Working Environment

The employer will provide a safe working environment for all working employees so employees will not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health and safety. Dangerous or potentially hazardous conditions, including air quality problems, will be immediately reported to the building Health and Safety Committee and to employees who might be affected by such conditions in accordance with the employer's Employee Safety Manual.

To provide this safe working environment:

1. The district will maintain a district Safety manual detailing health and safety standards that will be maintained at district work sites. The district will also maintain an Indoor Environmental Quality (IEQ) manual, detailing safe procedures and products the district will use. Copies of these two (2) manuals will be kept in each building, accessible to all employees.
2. The district will have a Health and Safety Committee, including at least one association member, tasked with the yearly review of the district Safety manual and the district IEQ manual. Any additions, deletions, or revisions to the manual will be reviewed by the committee. This committee will also review results of required testing and will provide these results to building safety committees.
3. Each building will have a Health and Safety Committee that is to meet quarterly to oversee the thorough investigation of IEQ complaints and results of carbon dioxide, drinking water, and HVAC systems testing. Minutes of each committee meeting (documenting those in attendance) will be prepared. One copy will be sent to the district safety officer and one copy will be posted on the building safety bulletin board.
4. The district will enforce compliance with the procedures and practices outlined in the district Safety manual and work closely with custodial, maintenance and grounds personnel to ensure that appropriate and accepted standards are followed and the buildings are maintained in a manner that promotes good health and safety.

Section N: First/Second Year Teacher Support

Employees in their first or second year of teaching experience will be allocated money to buy curriculum/classroom materials. First year teachers may apply for up to \$300.00 per FTE and second year teachers may apply for up to \$200.00 per FTE. These allocations are to supplement what would otherwise be available through the building's budget. Requests for purchase and/or reimbursement must be submitted to the building administrator no later than April 30th of the respective year.

SECTION O: CTE

1. CTE Extra Duty Compensation

Staff members who supervise and run a Career and Technical Student Organization (CTSO) or a leadership equivalent (i.e. Robotics) will receive a stipend of \$1600 for their facilitation and leadership of these activities.

All CTE instructional staff members, regardless of FTE, will receive 15 hours of paid time annually to support their fulfillment of the duties and requirements of a CTE instructor. Ideally this would be paid by October 31. CTE instructors who are assigned Materials Processing or Family and Consumer Science courses will receive 30 hours of paid time annually. Pay for this time will occur at the per diem rate. The required duties and responsibilities for each CTE instructor include: Attendance at program advisory committee meetings (3), Maintaining current CPR/First Aid certification, Maintaining current course framework(s), Submission of budgetary and work order documentation, Attendance at CTE safety course (one-time commitment), and Participation in OSPI mandated Program Evaluation and 5 Year Plan process.

Additional hours, outside of the aforementioned, are available to support staff attendance at General Advisory meetings and to support on-going framework review. Pay for this work will be at the per diem rate with pre-approval for this work from the CTE Director.

2. CTE Certification and Staffing

Staff members who currently have conditional CTE certification and whose courses are cross-credited between CTE and another certification category will be supported by the district in maintaining this certification during the time period that they are assigned to instruct district CTE courses. Supporting staff in maintaining conditional CTE certification (in lieu of moving towards their initial/continuing) is dependent on the Professional Standards Board and OSPI allowing this method of certification to continue and staff must also continue to engage in professional development activities related to maintaining this certification. If the district offers a new CTE course, even one which is cross-credited between CTE and another certification category, any staff interested in teaching the course would need to hold their initial or continuing CTE certification or be willing to get this certification to be assigned to instruct the course. Employees holding initial or continuing CTE certification will be placed in the related CTE category, while those holding a conditional CTE certification will not be placed in the related CTE category for the purposes of RIF.

ARTICLE V - STAFF PROFESSIONAL DEVELOPMENT AND IN-SERVICE

The employer agrees that the staff development program will be employee-centered and designed to foster continued professional growth and improvement of instruction.

The district and association both believe in the power of professional development and in ensuring that there are opportunities for each staff member to engage in on-going professional learning (i.e. curricular materials, best practices, etc.). A number of professional development opportunities are offered within the district by the Teaching and Learning department and at the building or program level, but additional opportunities for staff development always exist (i.e. release time to work collaboratively or visit classrooms, attendance at a non-district training, etc.). Any staff member who is interested in participating in professional development that they do not already see being offered within the district should contact their building or program administrator or the Teaching and Learning department to explore support for their area of interest.

ARTICLE VI - SALARY

Section A: Placement on the Salary Matrix – Step Placement

All bargaining unit members will be placed on the locally bargained salary matrix.

The step placement for newly hired staff on the salary schedule for the 2020-21 school year forward will be based on the staff member's previous educational employment experience (using the same criteria as was used under the SAM).

For staff who have FTE of .45 and above, their experience will be rounded up to the nearest whole number. A newly hired employee who enters with .44 or less years of experience will be placed at step zero (0) in their first year in the district.

The step placement for current staff on the salary schedule for the 2019-20 school year forward will be based on the staff member's previous educational employment experience (using the same criteria as was used under the SAM), and by either:

- Not including their educational employment experience during the 17-18 school year; or
- If they had one (1) year of experience at the start of the 18-19 school year, they will move forward in steps for the 19-20 school year and beyond in alignment with their educational employment experience; or
- If they had zero (0) years of experience at the start of the 18-19 school year, they will remain on step 1 for the 19-20 school year and then move forward based on their years of educational employment experience in subsequent years.
- Any staff member who is new to the school district and has previous experience in public schools will be placed on the salary schedule by subtracting one year from the number of service credit years they are bringing to the district. This will indicate the correct step placement on the salary schedule.

For staff who have FTE of .45 and above, their experience will be rounded up to the nearest whole number, while .44 FTE and below will be rounded down to the nearest whole number.

Section B: Placement on the Salary Matrix Educational Credits (Column)

All employees will receive credit for education credits as aligned with S-275 reporting criteria. Clock hour credits will be limited to those providers approved by the Superintendent of Public Instruction.

Section C: District Salary Schedule and Index:

See Appendix D

Section D: Amount and Manner of Payment

The basic salary of employees will be computed in accordance with the salary schedule set out in Appendix D. Basic salary will be paid in twelve (12) monthly installments. Each check will contain one-twelfth (1/12) of the contracted salary. Employees hired after April 1 may choose not to have their salary paid over the summer months.

Except in emergency situations, payroll checks will be issued to the employee on the last business day of each month. Employees may request automatic payroll deposits to a financial institution of their choice.

Compensation for extracurricular activities will be in accordance with the schedule set out in Appendix E. Payments from this schedule will be made with basic salary payments throughout the year.

Section E: Horizontal Movement on the Salary Schedule

Current employees expecting to move horizontally on the salary schedule will provide proof of additional credits earned by October 1 of the year in which the salary increase is to take effect. Proof provided through September 10 will be reflected no later than October pay. Proof provided from September 11 to October 25 will be reflected on November pay. Credits submitted after October 25 will not be used for pay purposes for the current year. New employees may submit proof of credits and experience to be used for salary purposes within the first 90 calendar days of their employment. Employees will continue to notify the employer at the earliest possible date of their intent to move horizontally.

Section F: Part-time Contracts

An employee may request a part-time contract in his/her teaching assignment. Employer may grant such request providing the remaining part of the employee's teaching assignment can be met, the educational program needs of the employer can otherwise be met, and that the administration and execution of the program is not thereby unreasonably impaired. The employer's decision will not be grievable.

All employees under part-time contracts will be fully responsible to perform collateral responsibilities expected of a full-time teacher to the extent required under Article IV, Section D, without extra pay.

Employees under part-time contracts may apply for any other part-time position or a full-time position under the provisions of Article IV, Section C, which apply to a present employee.

The benefits of employees under part-time contracts of .467 FTE and above will be provided on a pro-rata basis for that portion of the teaching schedule that the part-time employee teaches.

Professional days for part-time employees will be provided on a pro-rata basis rounded up to the nearest whole day.

District directed supplemental contract days will be provided at full day(s) per diem rate.

Leave provisions for part-time employees will be provided on a pro-rata basis.

Section G: Extra Professional Development Days

These days are paid at per diem. Any staff who are unable to attend the professional development days will need to take appropriate leave.

Number of Days	Description of Responsibilities
1	<u>Building Day (B)</u> – With state funding, the employer will provide one (1) day for professional activities that must be used for building-directed professional development. This day will occur prior to the start of the school year. The content of these six (6) hours will be developed collaboratively by the building leadership team.
2	<u>Building/District Day (B/D)</u> – In addition to the state funded school year, each employee will have (2) supplemental days. These two days may only be worked in accordance with the district calendar prior to the start of each school year. The activities to be accomplished on said days will be determined by the employer after consultation with the association regarding various in-service, staff development, and professional improvements needs in the district. One of these days is dependent upon state funding.
2	<u>Individual Day (I)</u> – In addition to the state funded school year, each employee will have two (2) supplemental days. In the 2020-2021 school year, these two days may only be worked in accordance with the district calendar prior to the start of each school year. In the 2021-2022 school year, the placement of one of these days within the school year will be determined through the annual calendar planning process. These days will be guaranteed for teacher preparation.
1	<u>District Day (D)</u> – With state funding, the employer will provide each employee with one (1) pro-rated Curriculum Adoption/Development Day designated for the training of staff for adoption and/or development of district-wide curriculum. Scheduling of this day will be completed within the annual calendar planning process noted under Section H: School Calendar.

Section H: Supplemental Contracts

Section H: Supplemental Contracts is not subject to the grievance procedure. Only the procedural requirements are grievable.

1. **Enrichment Stipend:** Enrichment stipends are issued to each employee as compensation for the additional responsibilities that supplement the basic education program, including participating in self-selected professional learning.

Compensation for these duties will be in accordance with an Enrichment Stipend and payment will be made in equal monthly installments as is done with regular paychecks. A part-time employee will receive a pro rata share of this enrichment stipend based on the employee's full-time equivalency (FTE).

2. Extracurricular Contract: Payment for extracurricular duties will be paid according to the Extracurricular Salary Schedule set forth in Appendix E. The compensation for additional positions established by the employer will be negotiated with the association.

All extracurricular position openings identified in Appendix E will be opened annually and publicized to all certificated staff within the building offering the activity. Any certificated staff member within the building should make their interest for a role known to the principal after the positions are shared with the staff. The selection process for each extracurricular contract (listed in Appendix E) should occur no later than October 31st for the school year in which it is assigned.

Section I: Extra Duties

1. Per Diem Pay

Summer School Teaching. Summer school teachers will be paid at per diem. Their assigned hours will include time for planning and greeting/dismissing students. Additional time for program development will be mutually agreed upon by the program administrator and teacher.

2. Hourly Rate Pay

Staff members selected for the duties below will be paid at the current hourly rate. Extra duty compensation per Appendix D will be granted with the mutual consent of the employee, the recommendation of the immediate supervisor, and the approval of the employer for district assigned work performed after regular school hours or during non-contract days. Staff members will be selected for the defined duties and responsibilities in accordance with qualifications and selection procedures set after consultation with the association. Extra duty compensation will be paid only if extra duties are performed outside of the regular work day and/or are in addition to the employee's regularly assigned duties such as:

- a. Curriculum writing
- b. Non-stipend Committee Work
- c. Presenting and planning in-service workshops and training
- d. Individual student testing, assessment, and IEP development for special needs identification
- e. Supplementary time for CTE staff
- f. Supplementary time for part-time staff
- g. Maintenance and repair of equipment
- h. Other similar staff development, instructional, and extra professional duties
- i. Up to two (2) days for involuntary transfer to move from one location to another by mutual agreement with his/her supervisor.
- j. Up to four (4) days if the employee is required to move classrooms during the school year. Such time must be documented and required by the district.
- k. Letters of Recommendation: For every student after the first five students, teachers will receive two hours of additional pay per student at the curriculum rate. Documentation of letters of recommendation will be provided on the Appendix H form.

- I. Federal /State Compliance paperwork: Special education staff, including only SLP, OT/PT and special education teachers responsible for writing IEPs, will be provided one hour per IEP at the curriculum rate (Appendix D) for complying with paperwork responsibilities outside the regular working day. The case manager of each special education student will be provided an additional hour per IEP.

3. Class Coverage Pay

The employees who are assigned by their building principals to cover the classes for other employees who are absent due to taking leave such as sick/personal leave/etc., or school business or activities will be paid per Appendix D for such an assignment. Such assignment will occur only if a substitute is not available and will be made on an equitable (e.g. rotating) basis, sharing the responsibility among all qualified staff available at the occurring time period, and avoiding recurring use of the same staff member(s). Any loss of planning time or lunch by a staff member who has been asked to supervise or monitor and/or work with students will be covered at this same rate. If a part time FTE staff member voluntarily elects to substitute for another employee outside of their current contract, they would be eligible for the appropriate substitute rate of pay for that day.

Section J: Extended Contracts

When regularly assigned duties extend beyond the prescribed work year as defined in Article 1, Section I, such assignments will be extended contracts and will be paid on the basis of a per diem extension of the employee's position on the regular salary schedule. Extended contract days are provided as follows:

Library/Media Specialists	5 days at all levels
Psychologists	5 days at all levels
Counselors	15 days at High School/Middle School
	10 days at Intermediate and COS
	5 days at Elementary K-4

Extended contract days will be provided on a pro-rata basis rounded to the nearest whole day for part-time employees.

Section K: Educational School Nurses National Certification Stipend

ESA nurses who attain the Registered Nurses National School Nurse Certification will earn a yearly stipend of \$500.

ARTICLE VII - INSURANCE

Section A: Health and Other Insurance

1. Eligibility: All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work 630 hours or more in an eligibility year, so long as they maintain an employee/employer relationship. Once eligibility is established, it shall be maintained for the remainder of the eligibility year.

Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours.

- a. When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, and they are anticipated to work at least six hundred thirty (630) hours the next school year that employee will be provided with benefits coverage pursuant to the eligibility criteria in 182-31-040(d) WAC.
 - b. Any employee who has worked 630 hours in the previous two years and is returning to a similar position(s) at the start of the school year and at the same or greater FTE will be deemed eligible for benefits.
 - c. All hours worked by an employee in their capacity as a school employee must be included in the calculation of hours for determining eligibility. A school employee may establish eligibility for the employer contribution toward SEBB benefits by stacking of hours from multiple positions within the school district. A school employee may not gain eligibility by stacking of hours from another school district.
2. Benefit Enrollment and Continuity of Coverage: In the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the following the employee's first day of work.

Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the eligibility requirements above.

3. Leaves: Paid leave hours shall count towards eligibility for benefits under this section. Employees who are otherwise eligible for benefits who go on unpaid leave and retain their employee/employer relationship may continue coverage for themselves and their dependents by self-paying the premium and applicable premium surcharges set by the health care authority (HCA) from the date eligibility for the employer contribution is lost.

An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.35.020. The district is

responsible for determining if the employee is eligible for leave under FMLA and the duration of such leave. The employment security department is responsible for determining if the employee is eligible for leave under PFML.

4. Benefit Termination: Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through their final month of employment.

In cases where separation occurs after completion of the student year, benefit coverage will continue through August 31. Any exception shall be requested by the employee and confirmed by the district.

Section B: School Injury Benefits

Whenever an employee is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, the employee will be required to collect benefits from Workman's Compensation, or collect benefits from Workman's Compensation and supplement such payments from employer-provided sick leave up to the amount of his/her monthly salary.

Any employer sick leave benefits collected will be charged to the employee's annual or accumulated sick leave. In the event that an employee's accumulated sick leave is used up as a result of a personal injury sustained in the course of employment, the employee will receive full salary less the cost of a substitute for up to an additional thirty (30) days.

ARTICLE VIII - LEAVES

Section A: Personal Illness

1. At the beginning of each school year, each active, full-time employee will be credited with 96 hours of sick leave without loss of pay for personal illness, injury, and emergencies including family illness emergencies. Employees who work less than 1.0 FTE will be allocated sick leave on a prorated basis, in accordance with their FTE status for the year. Each employee's portion of unused sick leave will accumulate from year to year. Leave shall be deducted in half or full-day increments. A half day is defined as 3.75 hours (three hours and forty-five minutes) for leave accruals and 7.5 hours (seven hours and thirty minutes) for a full day.

Advance notice of thirty (30) calendar days must be given the school district, when possible, for planned surgery or other anticipated disability.

In most instances, personal illness leave as outlined is utilized for full or half day increments. There may be a need to take sick leave where a substitute is not required and/or where coverage is provided on site. In these instances, sick leave may be utilized for a half day or for the time from which the employee is absent from work, whichever is less.

Should the employee be terminated, resign, or go onto an unpaid leave of absence prior to the end of the work year, leave accruals that were front-loaded at the beginning of the year will be prorated accordingly. Any sick leave days claimed in excess of those for which the employee was eligible will be deducted from the employee's per diem rate from remaining pay.

2. Proof of Disability: Any employee claiming benefits of more than five (5) consecutive school days from accumulated sick leave may be required to submit a medical report to his/her principal on or after the fifth (5th) school day following the first (1st) school day of illness or disability, and thereafter not more than once every ten (10) school days while the absence persists.
3. Proof of Ability: Employees absent for reasons of either physical or mental health that might impact their ability to safely and competently perform their duties, may be required to submit a medical report to the administrator of Human Resources affirming proof of ability to safely and competently resume those duties prior to returning to work.
4. The employer will provide each employee an accounting of the employee's accumulated sick leave on each monthly pay stub.
5. Sick Leave Buy Back: In February of the year following any year in which a minimum of 480 hours days of leave for illness or injury is accrued, and each February thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of 480 hours. Leave for illness or injury for which compensation has been received will be deducted from accrued leave for illness or injury at the rate of four (4) hours for every one (1) hour of monetary compensation. However, no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month.

At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate will receive remuneration at a rate equal to one hour's current monetary compensation of the employee for each four (4) full hours of accrued leave for illness or injury up to a maximum of 1440 hours of sick leave.

Monies received under this section will not be included for the purposes of computing a retirement allowance under any public retirement system in this state.

Section B: Bereavement Leave

Employees will be granted up to five (5) days paid leave per death of members in the immediate family, which includes spouse, child, parent, sibling, grandparent, in-law, or others living in the immediate household. The death of an aunt, uncle, niece, nephew, or close personal friend will be occasion for five (5) days of leave with pay, which will be deducted from sick leave. Such leave is non-accumulative.

Additional leave may be granted at the discretion of the superintendent.

Section C: Parental and Adoption Leave

1. Parental and/or Adoption Leave: An employee is eligible for to utilize accumulated sick leave for:
 - a. the birth and care of a newborn child of the employee
 - b. placement of a minor/dependent child for legal adoption or foster care. Leave is restricted to those living with the child at the time of birth or initial placement.

This leave must be utilized by the end of the twelve-month period beginning on the date of such birth or placement.

2. Notice: An employee must inform their supervisor and/or school principal and human resources thirty (30) calendar days prior to an expected absence due to childbirth or adoption.
3. Proof of Parental Leave: Any employee claiming benefits of more than five (5) consecutive school days from accumulated sick leave may be required to submit a medical report or proof of adoption to human resources on or after the fifth (5th) school day of childbirth and/or placement of the child.
4. In the event personal illness leave has been exhausted or the employee is not eligible, the employee may be granted a childcare leave under Article VIII, Section H and under the Washington State Paid Family Medical Leave Act (PFML). Such leave is subject to approval by the state.

Section D: Emergency Leave

Employees may be granted up to two (2) days per year for emergencies. Such leaves are non-accumulative and are deducted from sick leave. Situations in which emergency leave may be granted are as follows:

- a. 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 employee's absence.
- b. The problem must be serious, not something of minor importance or of mere convenience.

Section E: Court Appearances

No deductions will be made when an employee is absent because of actual subpoena as a witness, other than in his/her or the association's behalf or interest. If deduction from salary is made because it is in the employee's or association's behalf or interest, any fee derived from such subpoena may be kept by the employee; otherwise it must be paid to the employer.

Leave with pay will be granted for jury duty. Any compensation received for jury duty performed on contracted days will be deducted from the employee's salary. The employee will notify the employer when notification to serve on jury duty is received.

Section F: Personal Leave

Personal leave is provided for the employee to take care of personal matters that might arise and that are not covered under other leave policies. Personal leave usage within a given building on a given day will not exceed twenty percent (20%) of the staff. Adequate plans will be provided for the substitute.

Employees will be granted 16 hours of personal leave per employee. Employees who work less than 1.0 FTE will be allocated personal leave on a prorated basis, in accordance with their FTE status for the year. Employees may carry forward unused personal leave, but may not exceed 40 hours accrued at any point in time. If leave is taken as a five (5) day block, it may not be used in September, during the last ten (10) days of school, or before or after a multiple day school break. It may also not be used during a state mandated testing week if the employee is responsible for the administration of the test(s).

Except in emergencies, an employee intending to use personal leave will give at least one (1) week's written notice and will not use personal leave during the first five (5) or last five (5) days of school or during any of the Learning Improvement Days. Applicant will not be required to state the reason for taking this leave.

Any employee not using his/her personal leave or separating from employment may convert up to 16 (sixteen) hours at the hourly rate for extra work performed in professional activities connected to the assignment. Personal leave conversion is to occur at the end of each school year to be paid in July. (See District Web page for the Personal Leave Conversion Form)

Section G: Leave of Absence

The board may grant an employee who has completed provisional status with the district a leave of absence without pay for a period not to exceed one (1) year (with the option to re-apply for a second year at the end of the first year's leave of absence) for the following:

- a. Study, research, and/or writing related to professional assignment.
- b. Mandatory military leave.
- c. Childcare/family emergency.
- d. Teacher exchanges and/or teaching abroad.
- e. Office in professional organization.
- f. Employment in professionally related activities.

- g. Reduction in force (employees volunteering for reduction in force leaves of absence to either avoid losing their own position or to prevent another continuing employee from losing her/his position will be returned to their former position, if available).
- h. Unusual circumstances. For unusual circumstances, a certificated employee not meeting any of the criteria listed in Items a – g may be granted unpaid leave at the discretion of the district after consultation with the Association President or her/his designee.

Written application to the Board must be made by February 1, stating how the leave is to be used, if granted, and the anticipated benefits to the district. It is recognized that some arrangements, especially official teacher exchange programs and federal grants, may be decided by others at the last moment. Consideration will be given late applications only if the employee involved has kept the Human Resources office informed of all developments in the applicant's status.

Granting of a partial year leave of absence will be at the Board's discretion, and its decision will not be subject to the grievance procedure in Article IX of this contract.

Each case will be decided individually. A leave of absence will be granted by the Board only upon the written recommendation of the employee's principal or immediate supervisor and the superintendent that the requested leave is in the best interest of the district.

The granting of extended leave will in no way modify or limit the powers of the board to dismiss a teacher for cause or to non-renew a teaching contract under the statutes.

Employees will sign a leave of absence contract for the duration of their leave. Employees will be bound by notice requirements of this agreement in respect to returning to the district.

For the period of the leave of absence, an employee will not receive any compensation or benefits of any kind, including time off accruals, from the employer pertaining to the leave of absence; however, the employee may exercise, at his/her own expense, any option available to participate in insurance programs. The employee may work as a substitute or work in other capacities for the district. Any period spent on a leave of absence, other than substitute work days, will not be treated as teaching service for purposes of placement on the salary schedule. Upon returning to the district, and subject to the transfer provisions of Article IV, Section C, an employee will be returned to an assignment comparable to his/her previous assignment and one for which the employee is certificated. **Not later than February 1**, an employee on leave of absence will provide written notice to the employer that he/she plans to return to the school district for the following school year. In the event such written notice is not provided by February 1, it will be conclusively presumed that the employee on a leave of absence does intend to return to the district and has not resigned his/her employment position with the district.

It is the sole responsibility of employees to obtain rulings on the eligibility of proposed activities for retirement credit. Retirement credits are subject for decision between the individual employee and the retirement system.

Section H: Association Leave

The Bainbridge Island Education Association will be granted release time of up to twenty (20) working days for the association and thirty-six (36) working days for the president, per school year. Such leave will be granted in units of not less than one-half (1/2) day. The association will reimburse the employer for the cost of the substitute.

Prior to taking association leave, each employee will provide detailed written lesson plans and other written materials if needed.

Section I: District Leave

Subject to administrative approval, an employee may request, in writing, employer support for leave that would benefit the employer and/or a school.

Substitute costs to a maximum of twenty (20) days per year per employee will be charged to the employee or sponsoring group for:

- a. Serving as a consultant, resource, or committee member to another district.
- b. Serving as a consultant, resource, or committee member to a school-related professional organization (OSPI, ASCD, etc.).
- c. Serving as a consultant, resource, or committee member to a school-related non-profit organization (Ometepe, etc.).
- d. School-related internships.

Substitute costs will be paid by the district for approved:

- a. Activities that provide direct benefit to the school or district (AP Exam or WASL scoring, etc.).
- b. Conference or workshop attendance.
- c. School athletic or club activity.

Section J: Short-Term Leave without Pay

Upon exhaustion of other appropriate leaves and with administrative approval, employees requiring additional leave may submit a request to the Board for short-term unpaid leave. The employee will be charged for any such leave at the current per diem rate.

Section K: Leave Sharing

Employees may authorize in writing the transfer of sick leave to another employee in accordance with RCW 28A.400.380, RCW 41.04.650-655, and WAC 392-126-004-104. Employees who wish to transfer leave must retain a balance of at least one hundred seventy-six (176) hours.

Section L: Voluntary Employees Beneficiary Association (VEBA)

The District will offer a VEBA plan to employees under Internal Revenue Code 501(c)(9). The Association may participate in the Standard Health Reimbursement (HRA) Plan and/or the Post-Separation HRA Plan offered through VEBA as determined by membership vote.

ARTICLE IX - GRIEVANCE PROCEDURE

Section A: Purpose

The purpose of the following grievance procedure will be to provide a means for the resolution of personnel problems within the scope of a grievance as defined in Article IX, Section B, herein.

Section B: Definition

A grievance is any condition, action, or lack of action of the employer which an employee or employees, individually or collectively, believe to be a misapplication, misinterpretation, or other violation, directly or indirectly affecting wages, hours, terms and the conditions of employment or of this agreement.

Section C: Procedure

A grievance will be processed through the following steps as rapidly as possible; the number of days indicated at each step will be considered as maximum. Under unusual circumstances, time limits may be extended by mutual consent. The employee has the right to association representation at any level of the grievance process.

Step 1.

- (a) The parties of interest acknowledge it is most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications, and each will make a good faith effort to resolve the grievance at this level.
- (b) Within fifteen (15) working days following the occurrence of an act or condition which is the basis of the complaint, or within fifteen (15) working days after the employee has become aware or should have become aware of an act or condition which is the basis of the complaint, whichever is later. After an attempt has been made to informally resolve the problem the grievant may, with written approval of the association, present the grievance in writing on Grievance Form A (Appendix B) to his/her immediate supervisor, who will arrange for a meeting to take place within five (5) school days after receipt of the grievance. The grievant and/or association representative and the supervisor will be present for the meeting.
- (c) The supervisor will provide the aggrieved party and the association with a written answer on Grievance Form B within five (5) school days after the meeting.

Step 2

- (a) In the event that the grievant is not satisfied with the disposition of the grievance at step 1, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the grievant will notify the superintendent or the superintendent's designated representative, of the grievance appeal on Grievance Form B within five (5) school days after the receipt of the supervisor's written response to step 1.
- (b) The superintendent or his/her designated representative will arrange for a hearing with the grievant and/or an association representative to take place within five (5) school days of the receipt of the appeal. The parties of interest will have the right to include in the representation such witnesses and counselors, as they deem necessary to develop facts pertinent to the grievance.

- (c) Upon conclusion of the hearing, the superintendent or his/her designated representative will have five (5) school days to provide his/her written decision on Grievance Form C.

Step 3

- (a) In the event the grievant is not satisfied at step 2, or in the event no solution is reached within five (5) school days after the meeting with the superintendent or the superintendent's designated representative, the grievant has the right to an appeal hearing before the school board or its hearing examiner. Such a request for a hearing will be made, in writing, on Grievance Form D, and will be made within five (5) school days after receipt of the decision of the superintendent or his/her designated representative, or within five (5) school days after the hearing with the superintendent or his/her designated representative if no decision has been rendered.
- (b) Within fifteen (15) calendar days from the receipt of Grievance Form D, the school board or its hearing examiner will grant and conduct an appeal hearing and will render a decision, in writing on Grievance Form D, within ten (10) school days thereafter.

Step 4

- (a) If the grievant is not satisfied with the disposition of the grievance at step 3, or if no decision has been rendered within ten (10) school days of a hearing in step 3, the grievant may request, in writing, that the association submit his/her grievance to arbitration to the extent, and only to the extent, that the grievance involves the interpretation or application of this agreement.

In such event the association determines to pursue the matter, the association will give notice to the superintendent or his/her designated representative, using Grievance Form E, of the submission of the matter to binding arbitration through the American Arbitration Association (AAA)* within ten (10) school days after receiving a written decision at step 3, or within fifteen (15) school days after the step 3 hearing if no decision has been rendered within ten (10) school days after the date of the hearing. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute. The arbitrator will have power and jurisdiction to decide the grievance only to the extent that the grievance involves the interpretation or application of this agreement. The arbitrator will have no power to advise salary adjustments, except as to the improper application thereof, not to add to, subtract from, modify or amend any terms of this agreement.

* This designation will not eliminate a mutual agreement to use the services of the Public Employees Relation Commission, or any other mutually acceptable form of arbitration.

- (b) Within ten (10) school days after such written notice of submission to arbitration, the superintendent or his/her designated representative and the association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made to the AAA by either party. The parties will be bound by the Voluntary Labor Rules of the AAA.
- (c) Neither party will be permitted to assert any evidence in the arbitration proceedings which was not submitted to the other party before the completion of step 3.

- (d) The arbitrator selected will confer with the superintendent or his/her designated representative and the association, and will hold hearings promptly and issue his/her decision not later than twenty (20) calendar days from the day of the close of the step 4 hearings. The arbitrator's decision will be in writing on Grievance Form F, and will set forth the findings of fact, reasoning, and conclusions on the issue submitted. The decisions of the arbitrator will be submitted to the parties involved.
- (e) The costs of the arbitrator including per diem expenses if any, his/her travel and subsistence expenses, and the cost of any hearing room will be borne equally by the school board and the association. All other costs will be borne by the party incurring them. Employees who are witnesses will not be required to pay substitute costs if the arbitration is held during the school day.

Section D: Freedom from Reprisals

No reprisals of any kind will be taken by the school board, the school administrators, or the association against any employee because of his/her participating in any grievance.

Section E: Cooperation of School Board, School Administration and Association

The school board, school administration, and the association will cooperate within reasonable limits in the investigation of any grievance, and will comply with reasonable requests for relevant information to be used in the processing of any grievance.

Section F: Representation by Association

The association will have the right to represent a grievant at any step of the procedure after step 1(a).

Section G: Released Time

Normally the investigation and processing of grievances will take place outside of regular school hours. In the event that the employer requires an employee or an association representative be released from his/her regular assignment for the processing of a grievance, he/she will be released without loss of pay or benefits. The employer will pay for the substitute. In the event that an arbitration hearing is scheduled during regular school hours, those employees absent from their duties because of the hearing will have only the cost of the substitute deducted from their salary.

Section H: Confidentiality

All documents, communications, and records dealing with grievances and their adjustment will be filed in the grievant's personnel file and seven (7) years after the adjustment has resulted, all documents, communications, and records added to the file solely as a result of the grievance except the record of the grievance and the final adjustment thereof, will be destroyed at the request of the grievant.

Section I: Time Limits

Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.

ARTICLE X - DURATION CLAUSE

This agreement will be effective as of Board ratification and final signing by the parties, and will be binding upon the employer, the association, and their members, and will remain in effect through August 31, 2025. At or prior to the conclusion of the 2024-2025 school year, and no later than September 1, 2025, the parties will meet to negotiate any and all changes in wages, benefits, hours and working conditions as enacted by the Washington State Legislature.

This clause will not preclude discussion of any problem(s) resulting in implementation or interpretation of this agreement during the course of its duration. Such discussion may result in letters of agreement to amend this contract, subject to ratification by the respective parties.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The employer and the association agree that for the life of this agreement neither will be obligated to bargain collectively with respect to any subject implied or expressly covered by this agreement or proposed during the course of negotiations except as expressly stated above. However, before implementing any new policy or practice or changing an existing policy or practice not covered by this agreement which will have a significant direct impact upon mandatory subjects of bargaining that are wages, hours, or terms and conditions of employment of any employee or employees, the employer agrees to notify the association of the intent by the employer to implement the policy or practice, and the association will have the right to bargain collectively on such policy or practice before it is implemented.

FOR THE ASSOCIATION:

FOR THE EMPLOYER:

Dated _____

Dated _____

Original signatures available in Human Resources

BAINBRIDGE ISLAND SCHOOL DISTRICT

EVALUATION TIMELINE

Evaluation process begins the first day of each contract year.

- December 1: Ninety (90) day evaluations of new staff completed - Appendix A, Form A

- January 15: Appendix A, Forms A and B to superintendent for unsatisfactory evaluation

- February 1: Probationary placement - Appendix A, Form B to employee

- May 1: Non-renewal notification to superintendent - Appendix A, Forms A and C

- May 15: Notification of renewal or non-renewal to employee - Appendix A, Form C

- June 1: Final evaluation conference - Appendix A, Form A

Comprehensive Evaluation

Teacher	<input type="text"/>	School	<input type="text"/>	Date	<input type="text"/>
Evaluator	<input type="text"/>	Grade/Subject	<input type="text"/>		

- The principal/supervisor will indicate the level of performance for each component in all eight evaluative criteria areas by entering an "X" in the appropriate column.
- The number of marks (X) in each column are added up and multiplied by the Performance Rating at the top of that column and the Performance Score is automatically entered. *Example: 2 marks (X) in Performance Rating 3 column (2x3)=a Performance Score of 6.*
 - All four Performance Scores are added together to get a Total Score for each criteria area.
 - Using the Total Score and the Overall Rating Range, a final Criterion Score is automatically calculated for each criteria area.
 - Each Criterion Score is automatically transferred to the Summary of Overall Ratings page.

CRITERION 1 Centering instruction on high expectations for student achievement.	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
2b: Establishing a Culture for Learning			X		Adds scores from all columns to get a "Total Score"
3a: Communicating with Students			X		
3c: Engaging Students in Learning		X			
Enters "Performance Score" for each column.	0	2	6	0	8
Overall "Rating Range"	3-4	5-7	8-10	11-12	
<i>Using the "Rating Range" and "Total Score", indicates level of performance for this criterion "Criterion Score"</i>					3

CRITERION 1 Centering Instruction on High Expectations for Student Achievement	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
2b: Establishing a Culture for Learning					Adds scores from all columns to get a "Total Score"
3a: Communicating with Students					
3c: Engaging Students in Learning					
Enters "Performance Score" for each column	0	0	0	0	0
Overall "Rating Range"	3-4	5-7	8-10	11-12	
<i>Using the "Rating Range" and "Total Score", indicates level of performance for this criterion "Criterion Score"</i>					0

COMMENTS:

CRITERION 2 Demonstrating Effective Teaching Practices	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
3b: Using Questioning and Discussion Techniques					Adds scores from all columns to get a "Total Score"
4a: Reflecting on Teaching					
Enters "Performance Score" for each column	0	0	0	0	0
Overall "Rating Range"	2-3	4-5	6-7	8	
<i>Using the "Rating Range" and "Total Score", indicates level of performance for this criterion "Criterion Score"</i>					0

COMMENTS:

CRITERION 3 Recognizing Individual Student Learning Needs and Developing Strategies to Address Those Needs	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1b: Demonstrating Knowledge of Students					<i>Adds scores from all columns to get a "Total Score"</i>
3e: Demonstrating Flexibility and Responsiveness					
SG 3.1: Establish Student Growth Goal(s)					
SG 3.2: Achievement of Student Growth Goal(s)					
<i>Enters "Performance Score" for each column</i>	0	0	0	0	0
<i>Overall "Rating Range"</i>	4-6	7-9	10-13	14-16	
<i>Using the "Rating Range" and "Total Score", indicates level of performance for this criterion "Criterion Score"</i>					"Criterion Score" 0

COMMENTS:

CRITERION 4 Providing Clear and Intentional Focus on Subject Matter Content and Curriculum	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1a: Demonstrating Knowledge of Content and Pedagogy					<i>Adds scores from all columns to get a "Total Score"</i>
1c: Setting Instructional Outcomes					
1d: Demonstrating Knowledge of Resources					
1e: Designing Coherent Instruction					
<i>Enters "Performance Score" for each column</i>	0	0	0	0	0
<i>Overall "Rating Range"</i>	4-6	7-9	10-13	14-16	
<i>Using the "Rating Range" and "Total Score", indicates level of performance for this criterion "Criterion Score"</i>					"Criterion Score" 0

COMMENTS:

CRITERION 5 Fostering and Managing a Safe, Positive Learning Environment	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
2a: Creating an Environment of Respect and Rapport					<i>Adds scores from all columns to get a "Total Score"</i>
2c: Managing Classroom Procedures					
2d: Managing Student Behavior					
2e: Organizing Physical Space					
<i>Enters "Performance Score" for each column</i>	0	0	0	0	0
<i>Overall "Rating Range"</i>	4-6	7-9	10-13	14-16	
<i>Using the "Rating Range" and "Total Score", indicates level of performance for this criterion "Criterion Score"</i>					"Criterion Score" 0

COMMENTS:

CRITERION 6 Using Multiple Student Data Elements to Modify Instruction and Improve Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
1f: Designing Student Assessments					<i>Adds scores from all columns to get a "Total Score"</i>
3d: Using Assessment in Instruction					
4b: Maintaining Accurate Records					
SG 6.1: Establish Student Growth Goal(s)					
SG 6.2: Achievement of Student Growth Goal(s)					
<i>Enters "Performance Score" for each column</i>	0	0	0	0	0
<i>Overall "Rating Range"</i>	5-7	8-12	13-17	18-20	
<i>Using the "Rating Range" and "Total Score", indicates level of performance for this criterion "Criterion Score"</i>					"Criterion Score" 0

COMMENTS:

CRITERION 7 Communicating and Collaborating with Parents and the School Community	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4c: Communicating with Families					<i>Adds scores from all columns to get a "Total Score"</i>
<i>Enters "Performance Score" for each column</i>	0	0	0	0	
<i>Overall "Rating Range"</i>	1	2	3	4	
<i>Using the "Rating Range" and "Total Score", indicates level of performance for this criterion "Criterion Score"</i>					"Criterion Score" 0

COMMENTS:

CRITERION 8 Exhibiting Collaborative and Collegial Practices Focused on Improving Instructional Practice and Student Learning	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
4d: Participating in a Professional Community					<i>Adds scores from all columns to get a "Total Score"</i>
4e: Growing and Developing Professionally					
4f: Showing Professionalism					
SG 8.1: Establish Student Growth Goals, Implement and Monitor Growth					
<i>Enters "Performance Score" for each column</i>	0	0	0	0	
<i>Overall "Rating Range"</i>	4-6	7-9	10-13	14-16	
<i>Using the "Rating Range" and "Total Score", indicates level of performance for this criterion "Criterion Score"</i>					"Criterion Score" 0

COMMENTS:

Comprehensive Evaluation

▶ Student Growth ◀

NOTE: THIS PAGE IS FILLED IN AUTOMATICALLY.

- a. The number of marks (X) in each column are added up and multiplied by the Performance Rating at the top of that column and the Performance Score is automatically entered.
Example: 2 marks (X) in Performance Rating 3 column (2x3)=a Student Growth Performance Score of 6 .
- b. All four Performance Scores are added together to get a Total Score for each criteria.
- c. All three Total Scores are added together to get a Total Student Growth (SG) Score. The Total SG Score is automatically transferred to the Summary of Student Growth page.

CRITERION 3	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
Recognizing Individual Student Learning Needs and Developing Strategies to Address Those Needs					
SG 3.1: Establish Student Growth Goal(s)	0	0	0	0	
SG 3.2: Achievement of Student Growth Goal(s)	0	0	0	0	<i>"Total Score"</i>
<i>Enters "Performance Score" for each column</i>	0	0	0	0	0

CRITERION 6	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
Using Multiple Student Data Elements to Modify Instruction and Improve Student Learning					
SG 6.1: Establish Student Growth Goal(s)	0	0	0	0	
SG 6.2: Achievement of Student Growth Goal(s)	0	0	0	0	<i>"Total Score"</i>
<i>Enters "Performance Score" for each column</i>	0	0	0	0	0

CRITERION 8	Unsatisfactory 1	Basic 2	Proficient 3	Distinguished 4	
Exhibiting Collaborative and Collegial Practices Focused on Improving Instructional Practice and Student Learning					
SG 8.1: Establish Student Growth Goals, Implement and Monitor Growth	0	0	0	0	<i>"Total Score"</i>
<i>Enters "Performance Score" for each column</i>	0	0	0	0	0

ADDS UP ALL THREE TOTAL SCORES TO GET A TOTAL STUDENT GROWTH (SG) SCORE AND COPIES IT TO SUMMARY OF STUDENT GROWTH ON PAGE 5 -----	0
---	----------

Comprehensive Evaluation Summary

SUMMARY OF OVERALL RATINGS

<i>Criteria</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
Criteria Score	0	0	0	0	0	0	0	0

TOTAL CRITERIA SCORE

0

STATE SUMMATIVE BAND

8-14	15-21	22-28	29-32
1 Unsatisfactory	2 Basic	3 Proficient	4 Distinguished

PERFORMANCE LEVEL BASED ON
TOTAL CRITERIA SCORE

0

SUMMARY OF STUDENT GROWTH

5-12	13-17	18-20
1 LOW	2 AVERAGE	3 HIGH

TOTAL SG SCORE

0

PERFORMANCE LEVEL
SG SCORE BASED ON
TOTAL SG SCORE

0

1) A score of Unsatisfactory (1) in any student growth component or an overall summary student growth score of (1) will result in a Low (1) Student Growth score. A Low (1) Student Growth score will automatically trigger the implementation of a Student Growth Inquiry Plan. (9.4 G)

Is a Student Growth inquiry plan required?

2) A Low (1) Summary of Student Growth score along with a Distinguished (4) State Summative Band score will automatically result in a move to the Proficient (3) level on the State Summative Band rating. (9.4 G)

Move to the Proficient (3) level?

Employee Signature: _____

Date: _____

Evaluator Signature: _____

Date: _____

Focused Evaluation

Teacher School Date

Evaluator Grade/Subject

The principal/supervisor will indicate the level of performance for one of the eight evaluative criteria areas by entering an "X" in the appropriate column. Please indicate the evaluated criterion and the student growth components used for the evaluation in the space below:

- a. The number of marks (X) in each column are added up and multiplied by the Performance Rating at the top of that column and the Performance Score is automatically entered.
Example: 2 marks (X) in Performance Rating 3 column (2x3)=a Performance Score of 6.
- b. All four Performance Scores are added together to get a Total Score for each criteria area.
- c. Using the Total Score and the Overall Rating Range, a final Criteria Score is automatically calculated for each criteria area.

Evaluated Criterion: **Student Growth Components:**

- a. The number of marks (X) in each column are added up and multiplied by the Performance Rating at the top of that column and the Performance Score is automatically entered.
- b. All four Performance Scores are added together to get a Total Score.
- c. Using the Total Score and the Overall Rating Range, a final Criteria Score is automatically calculated for the criteria chosen.
- d. The Criteria Score is automatically transferred to the Summary of Overall Ratings page.

CRITERION 1	Unsatisfactory	Basic	Proficient	Distinguished	
CRITERION 2	Unsatisfactory	Basic	Proficient	Distinguished	<i>Adds all</i>
CRITERION 3	Unsatisfactory	Basic	Proficient	Distinguished	<i>Adds all</i>
CRITERION 4	Unsatisfactory	Basic	Proficient	Distinguished	<i>Adds all</i>
CRITERION 5	Unsatisfactory	Basic	Proficient	Distinguished	<i>Adds all</i>
CRITERION 6	Unsatisfactory	Basic	Proficient	Distinguished	<i>Adds all</i>
CRITERION 7	Unsatisfactory	Basic	Proficient	Distinguished	<i>Adds all</i>
CRITERION 8	Unsatisfactory	Basic	Proficient	Distinguished	<i>"Performance"</i>

Focused Evaluation Summary

SUMMARY OF OVERALL RATINGS

Criteria #	1	2	3	4	5	6	7	8
Criteria Score	0	0	0	0	0	0	0	0

CRITERIA SCORE

WAS THE FOCUSED SCORE HIGHER OR LOWER THAN THE LAST COMPREHENSIVE EVALUATION SCORE?

SELECT A VALUE FROM THE DROP DOWN MENU

PERFORMANCE LEVEL BASED ON CRITERIA SCORE

Employee Signature: _____ **Date:** _____

Evaluator Signature: _____ **Date:** _____

**BAINBRIDGE ISLAND SCHOOL DISTRICT
NOTIFICATION OF PROBATION
FORM B**

Probationary Report (Recommendation for Probation)

Content: Such recommendation for probation will be the result of a comprehensive evaluation, and will clearly delineate the following items:

- a. Details and dates of incidents indicating areas of deficiency;
- b. Details and dates of conferences with the employee relative to corrective measures to be taken;
- c. Statements by the evaluator showing reasons for recommendation of placement on probationary status;
- d. All other relevant items which may assist the employee in improvement of performance and release from probationary status;
- e. The signature of the employee under a paragraph indicating his understanding of the content of the report;
- f. The signature of the Bainbridge Island School District Superintendent of Schools indicating concurrence with the recommendation of probation.

BAINBRIDGE ISLAND SCHOOL DISTRICT

NOTIFICATION OF NONRENEWAL
FORM C

Contents of evaluation recommending nonrenewal:

All evaluation reports containing a recommendation for nonrenewal of contract will clearly delineate the following items:

- a. Reference to the applicable "Recommendations for Probation" and subsequent board action;
- b. Details and dates indicating areas of deficiency subsequent to the "Recommendation for Probation";
- c. Details and dates of conferences with the employee relative to corrective measures to be taken subsequent to the "Recommendation for Probation";
- d. Statements by the evaluator showing the inability and/or unwillingness of the employee to take the necessary action to eliminate the areas of deficiency.

Additional documentation may be appended to the report if necessary and its inclusion specified on the face of the report.

BAINBRIDGE ISLAND SCHOOL DISTRICT

GRIEVANCE PROCEDURE FORM A

DISTRIBUTION OF FORM:

Association Representative
Immediate Supervisor
Association
Grievant

COMPLAINT BY THE AGGRIEVED

(Type or Print)

Aggrieved
Person _____

Date of Formal
Presentation _____

Home Address of Aggrieved Person

Telephone _____

School _____

Immediate
Supervisor _____

Subject Area
or Grade _____

Association
Representative _____

STATEMENT OF GRIEVANCE:

RELIEF SOUGHT:

Signature of Aggrieved

BAINBRIDGE ISLAND SCHOOL DISTRICT

GRIEVANCE PROCEDURE FORM B
(STEP 1)

DISTRIBUTION OF FORM:

- Association Representative
- Immediate Supervisor
- Association
- Grievant

DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR

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

Aggrieved
Person _____

Date of Formal
Presentation _____

School Principal/
Immediate Supervisor _____

School _____

DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR AND REASONS THEREFORE:

Date of
Decision _____

Signature of Principal or Immediate Supervisor

APPENDIX B

AGGRIEVED PERSON'S RESPONSE:

_____ I accept the above decision

_____ I hereby refer the above decision to the superintendent for review.

Date of
Response _____

Signature of Aggrieved

BAINBRIDGE ISLAND SCHOOL DISTRICT

GRIEVANCE PROCEDURE FORM C
(STEP 2)

DISTRIBUTION OF FORM:

- Association Representative
- Immediate Supervisor
- Association
- Grievant

DECISION BY THE SUPERINTENDENT

(To be completed within ten (10) days after receipt
of the grievance)

Aggrieved Person _____ Date of Oral Presentation _____

Date Superintendent Received Appeal _____ Date Superintendent Held Hearing _____

DECISION OF SUPERINTENDENT AND REASONS THEREFORE:

Date of Decision _____

Signature of Superintendent

APPENDIX B

AGGRIEVED PERSON'S RESPONSE: (to be completed by aggrieved within five
(5) days of decision)

_____ I accept the above decision by the superintendent.

_____ I hereby refer the above decision to the school board for an appeal hearing.

Date of
Response _____

Signature of Aggrieved

BAINBRIDGE ISLAND SCHOOL DISTRICT

GRIEVANCE PROCEDURE FORM D
(STEP 3)

DISTRIBUTION OF FORM:

- Association Representative
- Immediate Supervisor
- Association
- Grievant

REQUEST FOR SCHOOL BOARD APPEAL HEARING

Aggrieved Person _____ Date of Request _____

Date of Hearing Held by Superintendent _____

Date of Receipt of Request for Hearing by School Board _____

I hereby request an appeal hearing before the school board on the decision rendered by the superintendent concerning by grievance at issue.

Date of Request _____

Signature of Aggrieved

DECISION BY THE SCHOOL BOARD AND REASONS THEREFORE: (to be completed by the School Board within ten (10) calendar days of hearing)

Date of Decision _____

Signature of Board President

BAINBRIDGE ISLAND SCHOOL DISTRICT

GRIEVANCE PROCEDURE FORM E
(STEP 4)

DISTRIBUTION OF FORM:

- Association Representative
- Immediate Supervisor
- Association
- Grievant

DETERMINATION REGARDING ARBITRATION

(To be completed by the association president and executive board
within five (5) days of the receipt of request from aggrieved)

Aggrieved
Person _____

Date of Form
Presentation _____

Association
President _____

Date Request Received
for Arbitration _____

DETERMINATION BY ASSOCIATION:

The association, on behalf of the above named aggrieved person, hereby submits the grievance at issue to arbitration.

Date of
Determination _____

Signature of Association Representative

APPENDIX B

SELECTION OF THE ARBITRATOR: (To be completed by superintendent and association president within twenty (20) days after the request for arbitration)

The parties have agreed upon and selected _____
(Name of Arbitrator)

Date of Designation _____

Signature of Superintendent

Signature of Association President

BAINBRIDGE ISLAND SCHOOL DISTRICT

GRIEVANCE PROCEDURE FORM F
(STEP 5)

DISTRIBUTION OF FORM:

- Association Representative
- Immediate Supervisor
- Association
- Grievant

DETERMINATION OF ABRITRATOR

(To be completed by the arbitrator within twenty (20)
days after close of hearing)

Arbitrator _____

Aggrieved
Person _____

Date of Formal
Presentation _____

Date of Request
for Arbitration _____

Date(s) of
Arbitrator's
Meeting(s) _____

DECISION OF ARBITRATOR AND REASONS THEREFORE: (decision will be final and binding to grievant and the board)

Date of
Decision _____

Signature of Arbitrator

**BAINBRIDGE ISLAND SCHOOL DISTRICT
REQUEST FOR TRANSFER**

(Form must be filled out by February 1 to be applicable the following school year)

Name _____

Present Position _____ School _____

TRANSFER:

I hereby request a transfer to another building: (include school, grade level and/or subject area) per Section C: Transfers and Assignments:

Signature Date

.....

Approved _____ Disapproved _____

Rationale if disapproved:

Signature Date

c: Human Resources
Current Principal/Administrator
Employee

Levy Protection Language

The District and Association agree to supplemental compensation (Enrichment Stipend). If the legislature reduces the District's levy authority or changes how levy funds may be spent, or in the event of a double levy failure in any year, the District and Association agree to meet and negotiate the possible elimination or reduction of supplemental compensation.

Technology Professional Development

The District and Association also agree to provide a 6-hour Technology professional development day for certificated staff. In the event of a failure of the Technology Capital levy the District and Association agree to meet and negotiate the possible elimination or reduction of the 6-hour Technology professional development day.

BAINBRIDGE ISLAND SCHOOL DISTRICT

2023-2024 Bainbridge Island Education Association Salary Matrix

Base Salary					
Step	BA-BA+29	BA+30-BA+89	BA+90-MA+44	MA+45-MA+89	MA+90 Ph.D.
0	\$ 61,683	\$ 64,767	\$ 68,005	\$ 71,408	\$ 74,976
1	\$ 61,683	\$ 64,767	\$ 68,005	\$ 71,408	\$ 74,976
2	\$ 63,658	\$ 66,841	\$ 70,182	\$ 73,692	\$ 77,377
3	\$ 65,694	\$ 68,980	\$ 72,428	\$ 76,050	\$ 79,853
4	\$ 67,796	\$ 71,187	\$ 74,746	\$ 78,482	\$ 82,407
5	\$ 69,966	\$ 73,464	\$ 77,138	\$ 80,993	\$ 85,045
6	\$ 72,206	\$ 75,816	\$ 79,606	\$ 83,585	\$ 87,766
7	\$ 74,516	\$ 78,241	\$ 82,153	\$ 86,262	\$ 90,574
8	\$ 76,900	\$ 80,745	\$ 84,782	\$ 89,020	\$ 93,473
9	\$ 79,361	\$ 83,329	\$ 87,497	\$ 91,870	\$ 96,464
10	\$ 81,900	\$ 85,996	\$ 90,296	\$ 94,809	\$ 99,551
11	\$ 84,521	\$ 88,749	\$ 93,185	\$ 97,843	\$ 102,736
12	\$ 87,226	\$ 91,586	\$ 96,166	\$ 100,976	\$ 106,023
13	\$ 90,018	\$ 94,517	\$ 99,245	\$ 104,207	\$ 109,416
14	\$ 92,898	\$ 97,542	\$ 102,420	\$ 107,541	\$ 112,919
15	\$ 95,871	\$ 100,663	\$ 105,698	\$ 110,982	\$ 116,531
16	\$ 98,937	\$ 103,885	\$ 109,079	\$ 114,534	\$ 120,260

Enrichment Stipend					
Step	BA-BA+29	BA+30-BA+89	BA+90-MA+44	MA+45-MA+89	MA+90 Ph.D.
0	\$ 1023	\$ 1074	\$ 1127	\$ 1,182	\$ 1,242
1	\$ 1023	\$ 1074	\$ 1127	\$ 1,182	\$ 1,242
2	\$ 1054	\$ 1107	\$ 1,162	\$ 1,221	\$ 1,282
3	\$ 1089	\$ 1,144	\$ 1,200	\$ 1,260	\$ 1,323
4	\$ 1121	\$ 1,178	\$ 1,238	\$ 1,300	\$ 1,367
5	\$ 1,159	\$ 1,218	\$ 1,277	\$ 1,341	\$ 1,408
6	\$ 1,196	\$ 1,256	\$ 1,318	\$ 1,385	\$ 1,454
7	\$ 1,234	\$ 1,296	\$ 1,361	\$ 1,430	\$ 1,499
8	\$ 1,273	\$ 1,337	\$ 1,404	\$ 1,475	\$ 1,549
9	\$ 1,315	\$ 1,381	\$ 1,450	\$ 1,522	\$ 1,599
10	\$ 1,358	\$ 1,425	\$ 1,495	\$ 1,570	\$ 1,650
11	\$ 1,400	\$ 1,472	\$ 1,543	\$ 1,620	\$ 1,702
12	\$ 1,445	\$ 1,518	\$ 1,594	\$ 1,673	\$ 1,756
13	\$ 1,492	\$ 1,565	\$ 1,644	\$ 1,727	\$ 1,813
14	\$ 1,539	\$ 1,616	\$ 1,697	\$ 1,781	\$ 1,870
15	\$ 1,589	\$ 1,668	\$ 1,751	\$ 1,839	\$ 1,929
16	\$ 1,639	\$ 1,722	\$ 1,807	\$ 1,898	\$ 1,992

6 PD Days/6 Tech Hours					
Step	BA-BA+29	BA+30-BA+89	BA+90-MA+44	MA+45-MA+89	MA+90 Ph.D.
0	\$ 2,399	\$ 2,518	\$ 2,645	\$ 2,777	\$ 2,915
1	\$ 2,399	\$ 2,518	\$ 2,645	\$ 2,777	\$ 2,915
2	\$ 2,475	\$ 2,598	\$ 2,729	\$ 2,866	\$ 3,010
3	\$ 2,554	\$ 2,683	\$ 2,817	\$ 2,957	\$ 3,106
4	\$ 2,636	\$ 2,769	\$ 2,907	\$ 3,052	\$ 3,205
5	\$ 2,720	\$ 2,856	\$ 3,000	\$ 3,150	\$ 3,306
6	\$ 2,808	\$ 2,949	\$ 3,095	\$ 3,251	\$ 3,413
7	\$ 2,897	\$ 3,043	\$ 3,195	\$ 3,354	\$ 3,523
8	\$ 2,990	\$ 3,140	\$ 3,297	\$ 3,462	\$ 3,635
9	\$ 3,087	\$ 3,240	\$ 3,403	\$ 3,573	\$ 3,751
10	\$ 3,184	\$ 3,344	\$ 3,512	\$ 3,687	\$ 3,871
11	\$ 3,286	\$ 3,452	\$ 3,623	\$ 3,805	\$ 3,995
12	\$ 3,392	\$ 3,561	\$ 3,740	\$ 3,926	\$ 4,123
13	\$ 3,500	\$ 3,676	\$ 3,860	\$ 4,052	\$ 4,255
14	\$ 3,614	\$ 3,794	\$ 3,983	\$ 4,182	\$ 4,391
15	\$ 3,728	\$ 3,916	\$ 4,111	\$ 4,315	\$ 4,532
16	\$ 3,847	\$ 4,040	\$ 4,242	\$ 4,454	\$ 4,676

Total Compensation					
Step	BA-BA+29	BA+30-BA+89	BA+90-MA+44	MA+45-MA+89	MA+90 Ph.D.
0	\$ 65,105	\$ 68,359	\$ 71,777	\$ 75,367	\$ 79,133
1	\$ 65,105	\$ 68,359	\$ 71,777	\$ 75,367	\$ 79,133
2	\$ 67,187	\$ 70,546	\$ 74,073	\$ 77,779	\$ 81,669
3	\$ 69,337	\$ 72,807	\$ 76,445	\$ 80,267	\$ 84,282
4	\$ 71,553	\$ 75,134	\$ 78,891	\$ 82,834	\$ 86,979
5	\$ 73,845	\$ 77,538	\$ 81,415	\$ 85,484	\$ 89,759
6	\$ 76,210	\$ 80,021	\$ 84,019	\$ 88,221	\$ 92,633
7	\$ 78,647	\$ 82,580	\$ 86,709	\$ 91,046	\$ 95,596
8	\$ 81,163	\$ 85,222	\$ 89,483	\$ 93,957	\$ 98,657
9	\$ 83,763	\$ 87,950	\$ 92,350	\$ 96,965	\$ 101,814
10	\$ 86,442	\$ 90,765	\$ 95,303	\$ 100,066	\$ 105,072
11	\$ 89,207	\$ 93,673	\$ 98,351	\$ 103,268	\$ 108,433
12	\$ 92,063	\$ 96,665	\$ 101,500	\$ 106,575	\$ 111,902
13	\$ 95,010	\$ 99,758	\$ 104,749	\$ 109,986	\$ 115,484
14	\$ 98,051	\$ 102,952	\$ 108,100	\$ 113,504	\$ 119,180
15	\$ 101,188	\$ 106,247	\$ 111,560	\$ 117,136	\$ 122,992
16	\$ 104,423	\$ 109,647	\$ 115,128	\$ 120,886	\$ 126,928

PAYMENT FOR EXTRA DUTIES 2023-2024

Stipend for Extra Students - Teachers (per student over target) (See Article IV, Section J, Item 8)	\$15.04
Stipend for Extra Students - Special Services Staff (5% over target) (See Article IV, Section J, Item 8)	\$15.20
Stipend for Extra Students - Special Services Staff (10% over target) (See Article IV, Section J, Item 8)	\$30.41
Extra Duties Hourly Rate (See Article VI, Section H)	\$46.08
Class Coverage (per period or hour or portion thereof) (See Article VI, Section I)	\$52.64

In subsequent years, these rates are to increase based on the salary matrix percentage increase.

APPENDIX E

**BAINBRIDGE ISLAND SCHOOL DISTRICT
EXTRACURRICULAR SALARY SCHEDULE**

DISTRICT FUNDED POSITIONS

ACTIVITY	POSITION	RATE
Annual	HS Annual	\$7510
	MS Annual	\$4828
Music	Instrumental HS	\$7510
	Instrumental MS	\$4828
	Vocal HS	\$4828
	Vocal MS	\$1609
	Vocal/Instrumental Intermediate	\$3219
Class Advisors	Senior Class Advisor	\$1341
	MS ASB Advisor	\$1073
Department Chairs	HS Dept Chairs (8)	\$2682
	MS Dept Chairs (7)	\$2146
Multicultural	Multi-Cultural Rep	Hourly rate
Title I/LAP	District Coordinator	\$4023
Site Council	Teacher Reps	Hourly rate
Natural Helpers	MS Coordinator	\$2682
Natural Helpers	MS Trainer	\$3219
Grade Level Reps	Grade Level Rep (7) K-6	\$1073
Grage Level Reps	Grade Level Rep (4) Commodore	\$2146
MTSS Support		\$6168
Instructional technology support		\$4023

***OTHER FUNDED OPTIONAL POSITIONS**

ACTIVITY	POSITION	RATE
Clubs	Club Advisors	\$1609 (based on avg. 1 hr/week for the year)
Outdoor Ed	Building Environmental Coordinator	\$3487 (split with all)
Outdoor Ed	Overnight Teacher	\$102/night
<ul style="list-style-type: none">• Currently funded by other sources: Building funds, PTO or ASB		

** Positions may be shared, and the stipend may be split among those individuals.

BAINBRIDGE ISLAND SCHOOL DISTRICT

TEACHER INITIATED EXTRA PREPARATIONS

Given the course offerings planned for the _____ trimester(s)/
semesters for the _____ school year, I have voluntarily elected to
assume more than the bargained number of preparations. The contractual remedies for
extra preparations will not apply for the stated term(s) only, due to the voluntary nature of
my teaching schedule. Should my teaching schedule change from this date, _____
_____, this statement is void and the contractual remedies will apply if
extra preparations are incurred.

Signature of Staff Member

Date

**BAINBRIDGE ISLAND SCHOOL DISTRICT
STUDENT RECOMMENDATIONS FORM**

From page 45: "For every student after the first five students, teachers will receive two hours of additional pay per student at the hourly rate."

First five students (no compensation)

	DATE	STUDENT NAME	UNIVERSITY
1.			
2.			
3.			
4.			
5.			

Students past first five (compensated)

1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
attach a second form if more			

DESIRED REMEDY: **PAY** **SUBSTITUTE COVERAGE** (Sub Code 20103)

If pay:

Total number of students past first five: _____ x 2 hours per student = _____ hours at hourly rate.

Print Employee Name

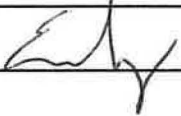

Employee Signature

Administrator Signature

Date Signed

**Memorandum of Understanding
between
Bainbridge Island School District (BISD)
and
Bainbridge Island Education Association (BIEA)**

BISD and BIEA share an understanding that part time employees may attend and be compensated for the extra professional development days described in Article VI, Section G. Compensation will be per diem for part time employees who attend these days, and any staff who are unable to attend will need to take appropriate leave. Such leave will be deducted based on the FTE of the employee (eg., .2 FTE employee = .2 of a full day of leave) with the remaining amount unpaid.

Erin Murphy, BISD  8/23/22	Ben DeGuzman, BIEA  8/23/22
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Letter of Agreement
between
The Bainbridge Island School District
and
The Bainbridge Island Education Association

Current employees who accept the new role of math interventionist for the 2022-2023 school year have the opportunity to return to the position they held at the end of the 2021-2022 school year. The vacancy created by this transfer is considered to be a school year only position for 2022-23, and the incumbent has the right to return to the position for the 2023-2024 school year.

Should the employee who accepted the role of math interventionist continue in that role for the 2023-2024 school year, that employee would no longer have the right to return to the position they held at the end of the 2021-2022 school year.

Nathan Fitzpatrick 8-10-2022

Benedict deGuzman 8/12/22


Nathan Fitzpatrick, HR Director, BISD

Benedict deGuzman, Lead Bargainer, BIEA

Letter of Agreement

During the 2022-25 school years the Bainbridge Island School District (district) and the Bainbridge Island Education Association (BIEA) mutually agreed to the following contract waiver of Article IV, Section E, 2(8) related to K-6 planning time. In order to accommodate a five (5) day specialist rotation in grades K-4, teachers will receive the total planning time of 8640 minutes on a standard schedule with a three week rotating schedule. For employees teaching partial days, planning time will be on a pro rata basis.

In addition, during the duration of the contract, the district and BIEA mutually agree to the following contractual addendum of Article IV, Section E, 2 (B) related to K-6 planning time. In recognition of the requirements of legislation related to MTSS requirements, BIEA and BISD may discuss possible planning time schedules that may better serve the needs of students while still maintaining teacher overall planning time. Discussions and trials of alternative schedules may occur despite potential schedules not being in alignment with Article IV, Section E, 2(8). The aforementioned discussions and trials of alternate schedules will be done in collaboration with K-6 representatives, building and district administrators and BIEA leadership with express discussion about pilot agreement thresholds.



BIEA 6/9/22
DATE



BISD 6/9/22
DATE