

COLLECTIVE BARGAINING AGREEMENT

SCHOOL YEARS 2022-23 through 2023-24

BETWEEN THE

PORT TOWNSEND SCHOOL DISTRICT #50

AND THE

PORT TOWNSEND EDUCATION ASSOCIATION

Port Townsend
School District

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PREAMBLE

This Agreement is entered into between the Board of Directors on behalf of Port Townsend School District No. 50, Port Townsend, Jefferson County, Washington, herein referred to as the Board or District, and the Port Townsend Education Association, herein referred to as the Association. Port Townsend Education Association is an affiliate of the Washington Education Association and the National Education Association. The application and/or interpretation of this Agreement will be only by certificated staff.

ARTICLE I -- RECOGNITION

- A. The District recognizes the Port Townsend Education Association as the sole and exclusive bargaining representative for all employees included in the bargaining unit as delineated in Part B, C, and D hereof.
- B. All regular full-time and regular part-time certificated employees except as provided below are subject to the terms and conditions of this Agreement. Employees not subject to the terms and conditions of this Agreement include substitute teachers (except as denoted in Parts C and D), principals, assistant principals, special education/vocational education director, and superintendent. The term "employee" shall hereinafter in this Agreement mean and refer to all employees in the bargaining unit as defined above.
- C. Substitute employees who have worked any thirty days or twenty consecutive days during a twelve month period ending in the current or the previous school year are represented by the Association and are subject to the terms and conditions of this Agreement as outlined in I.D. below.
- D. Substitute employees, as defined in C. above, shall be subject only to the following provisions of this Agreement: Article I, Article V, A, C, D, E, and F, Article VI, B, 2, Article VII, A, Article XVI, and the school year calendar.

ARTICLE II -- PAYROLL DEDUCTIONS

- A. The District agrees to deduct from the salary of a regular certificated employee as authorized by the employee:
 - 1. Regular Association dues
 - 2. Premiums for insurance programs listed in this Agreement.
 - 3. Employee selected tax-sheltered annuity programs
 - 4. Approved credit union deductions
 - 5. U.G.N.
 - 6. Approved scholarship deductions
 - 7. IRA deductions
 - 8. Health Club dues
 - 9. Quality Community Schools Levy Committee
- B. The District will provide for direct deposit of paychecks to approved credit unions or banks upon employee requests. Employees wishing this service will report in person to the personnel/payroll officer for procedures and forms. Under no circumstance will the District assume responsibility for deposits that do not arrive or fail to be credited.

- C. The responsibility for the accuracy of the APA listing from which payroll deductions are made rests with the Association. The Association agrees to refund to the District any amounts paid to it in error and the District will deduct from the employee, if possible, and pay to the Association any amounts owed, not collected, due to error.
- D. On or before September 10 of each school year the Association will notify the District of the dollar amount of Association dues to be deducted during the school year.
- E. The monthly warrants shall include itemized deductions.

ARTICLE III -- ASSOCIATION DUES

- A. Dues and assessments for purposes of this section shall constitute the total local, state and national unified membership dues amount. Authorization for dues deduction, on the appropriate form signed by the employee, shall continue in effect from year to year unless revoked in writing in accordance with the Association's membership rules.
- B. Dues of part time employees will be prorated.

The Association will indemnify, defend, and hold the District harmless against any claims made against and any suits instituted against the District on account of the dues deduction provisions of this Agreement.

ARTICLE IV -- ASSOCIATION AND MANAGEMENT RIGHTS

- A. Association Rights
 - 1. The Association has the rights and responsibility to represent the interests of all employees in the Unit, to present its views to the District on matters of concern, either orally or in writing, and to enter collective negotiations with the object of reaching an agreement applicable to all employees within the Unit. The Board agrees to consider the recommendations of the Association pursuant to the operation of the District.
 - 2. Representatives of the Association, after notification of their presence to the building supervisor during school hours, shall have access to the District premises provided that no conferences or meetings between employees and Association representatives will in any way hamper or obstruct the normal flow of work.
 - 3. The District will provide bulletin board space in the faculty lounge or other locations suitable for the use of the Association. Bulletins posted by the Association are the responsibility of the officials of the Association. These officials will inspect the bulletin boards and remove outdated materials.
 - 4. The Association and its membership shall have the right to use school building facilities for meetings outside of school hours with the approval of the building administrator and provided that there is no prior commitment. The Association shall reimburse the District for the cost of any required custodial services.
 - 5. The Association shall have the right to use inter-school mail facilities for distribution of Association communications.

6. The Association shall have the right to use the District's, computers, duplicating equipment, and audio visual equipment, provided that the Association will reimburse the District for actual cost incurred.
7. The District will make available to the Association the names of all new employees hired by the District prior to the time the new employees have actually gone to work for the District, if possible. The names of substitute employees, who meet the criteria outlined in Article I. C. above, shall be provided by the District to the Association at the end of the month in which they qualify for representation.
8. Association grievance representatives shall have access to all information necessary to process grievance procedure. With the written permission of the employee(s) involved, personnel information necessary to process grievances will be provided.
9. The District will furnish to the Association, upon written request, information including annual financial reports and audits, preliminary budget, monthly revenue and expenditure reports, a register of bargaining unit employees, student enrollment, agendas and minutes of all public Board meetings and one copy of the directory of employees. The employer shall deliver to the Association all requested information or documents within two (2) working days of the request, if possible.
10. The Association shall be given the names of all new employees by the employer at the time the new employee is hired. The Association shall be allowed access to all new employees at any reasonable time for the purpose of presenting Association programs so long as it does not interfere with the employee's work.
11. The Association will schedule its meetings on Tuesday afternoons. The District may schedule a meeting on a Tuesday afternoon if there is not a previously scheduled Association meeting.
12. The Association has all rights which are specified in the subsequent Articles of this Agreement, and retains all rights granted by law. If there is a conflict between this Agreement and the law of the State of Washington or the United States, the law shall take precedence.
13. The Employer agrees to notify the Association of any proposed change with respect to an employee's wages, hours, and terms and conditions of employment within the meaning of RCW 41.59.
14. In accordance with current state law, the District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

B. Management Rights

1. The rights, powers, authority and function of management shall remain exclusively vested in the Employer and its Board of Directors except as limited by the provisions of this Agreement.
2. All matters not covered or treated by the language of this Agreement will be administered by the Employer as from time to time it may determine.

ARTICLE V -- EMPLOYEE RIGHTS

A. Nondiscrimination

1. The District and Association affirm their adherence to the principle that each employee has the full rights of citizenship and the exercise thereof as well as the other rights afforded by the rules, regulations and statutes of the United States and State of Washington. This includes adherence to the principles of free choice and the District agrees that it shall not discriminate against an employee covered by this Agreement because of age, politics, race, religion, sex, marital status, national origin, sexual orientation, gender identification, private and personal life that does not adversely affect work performance, the presence of any handicap not implicating a bona fide occupational qualification, or by reason of any individual's membership or non-membership status in the Association. All references to employees in this Agreement designate both sexes and gender-identifications, to be inclusive of all employees.
2. Nothing in this Agreement will be construed to limit the rights of the employee(s) guaranteed by statute.

B. Rights of Employees in Bargaining Unit

1. Pursuant to RCW 41.59, the Employer hereby agrees that every employee shall have the right to form, join or assist an employee organization of his/her/their choice and to refrain from such activities.

C. Academic Freedom

1. Academic freedom may be defined as the right of a qualified scholar to pursue the search for truth in its many forms and to make public his/her/their methods and findings. It is the right of a qualified teacher to encourage freedom of discussion of controversial questions in the classroom and to develop in his/her/their students a love of knowledge and a desire to search for truth. The teacher should keep in mind that academic freedom is not a political right guaranteed in the Constitution, but rather a necessary condition for the successful practice of the academic profession in a free society.

D. Personnel Files

1. Location - Personnel files are maintained exclusively in the District's administrative office.
2. Contents - A personnel file is the employment record of the employee. The personnel file shall contain the following, but not limited to: Application for Employment, date of employment, work attendance record, preparation (transcripts) record, teacher/support personnel certification and/or administrator credentials, salary record, including copies of annual contracts, evaluation record and all correspondence pertaining to the employment

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record. Letters of recommendations for employees are not a part of the personnel file. Pre-employment files will not be destroyed but are not a part of the employee's personnel file.

3. Access - Any employee may review his/her personnel file at any time the Administration office is open and the superintendent/personnel officer or his/her/their designee is present. Personnel files are not private, but we recognize some of the contents are, ie: social security numbers, evaluations, etc. The Superintendent shall keep a record of those persons reviewing personnel files. Upon request by the employee, and after giving twenty-four (24) hour notice, the employee and the Superintendent or his/her official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection. An appropriate form shall be devised and used uniformly. When the district receives a PRA request, the district and union will look at the legal issues surrounding each document.
4. Employee Copies - A copy of all materials, with the exception of transcripts, placed in personnel files will be sent to the employee.
5. Employee Statements - Any employee may file a signed statement in his/her/their behalf related to any information filed in his/her/their personnel file and such statement shall become a part of the employee's personnel file.
6. Derogatory Materials - Derogatory statements from non-professional sources shall not be included in the employee's personnel file unless substantiated by an agent of the Employer with authorized access to personnel files as listed in Section 3. No derogatory materials from non-professional sources shall remain in an employee's file for more than three (3) years from date of entry, provided that an incident of similar nature has not occurred during the three (3) year period. An employee may petition for the removal of any derogatory material after three (3) years of placement in file.

E. Staff Protection

1. Employees will be included as insured's on District liability policies, subject to the terms of such policies. Details of insurance coverage will be presented to employees at a general staff meeting.
2. Employees shall be reimbursed for the loss of personal equipment arising from fire, malicious damage or theft, provided the immediate supervisor has registered and approved such equipment that year. The dollar value of the personal instructional equipment or material shall be determined at the time it is registered.

F. Teacher Discipline

1. This article shall serve as a protection for the employee(s) against unwarranted discipline by the employer.
2. No employee shall be disciplined without just cause.
3. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.
4. Disciplinary action taken against an employee shall be appropriate to the behavior which precipitates the action.
5. An employee, upon request, shall be entitled to have a representative of his/her/their choosing present during any disciplinary action, and during initial stages of oral communication, informal warnings, or questioning. When such request is made no action

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adversely affecting the employee shall be taken until an Association representative is present.

6. The term discipline as used in this article implies action beyond the initial stages of oral communication and excludes informal warnings, criticisms or suggestions for improvement which do not form the basis of formal action.
7. It is agreed that all disciplinary matters pursuant to this article shall be subject to the grievance procedure contained in this Agreement unless specifically excluded.

G. Privacy Rights Regarding Recording Technology

In accordance with Board Policy 6505P, video cameras may be used by the District in any location where there is no reasonable expectation of personal privacy, as deemed appropriate by the superintendent. Video images therefrom, whether live, stored, or archived, will be accessible only to those authorized by the superintendent for the purposes stated. Security cameras are not placed in typical classrooms, except the gym, weight room, and auditorium. Cameras in the gym, weight room, and auditorium will not typically record during the school day unless deemed appropriate by the building principal or superintendent during assemblies or other large group meetings. Staff shown video recording to be in violation of Board policies, administrative regulations or directions, building rules, or law will be subject to appropriate disciplinary action. Video recordings may become a part of a staff member's personnel record in cases of discipline or other appropriate cause. Video surveillance will not be used for evaluative observations of instructional staff.

ARTICLE VI -- INSTRUCTION

A. Work Station Visitation

1. The employees and the District recognize that the Port Townsend Schools belong to the citizens of the Port Townsend School District and jointly encourage parents and citizens to visit our schools, our school activities and our classrooms.
2. To facilitate classroom visitation and provide for as little interruption to the teaching/learning process, classroom visitors must follow these procedures:
 - a. All visitors who wish to visit a classroom while it is in session must obtain the approval of the principal or his/her representative.
 - b. Approved visitors will sign a log for visitors and will be provided a 'Visitor' pin or badge to wear.
 - c. Visitors should enter the classroom quietly, not expect the teacher to recognize them, find a seat, and not stay longer than forty minutes. The 'Visitor' pin should be returned to the principal's office.
 - d. Persons who arrive at a classroom without a 'Visitor' pin will not be admitted.
 - e. The principal will not approve those persons as visitors who have previously not abided by Paragraph C.
 - f. Unless visitors are invited guests of the teacher, the principal will facilitate no more than one visitor per day into a classroom.

- g. The building principal/assistant principal, the Superintendent and members of the Board are not considered visitors and are encouraged to drop into classrooms as often as possible.
- h. Other school district personnel upon consultation with the teacher are also encouraged to drop into classrooms.

B. Teacher Rights, Authority and Responsibility Regarding Student Discipline

1. In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. It is the responsibility of each employee to maintain discipline within his/her/their classroom or work station. Discipline shall be enforced fairly and consistently regardless of race, creed, sex or status. Such discipline shall be consistent with applicable federal and state laws and District regulations and policies. Prior to the first day of school, the administration will review the building's discipline procedures/protocols/matrix with teachers, including the regulations for classroom exclusion under RCW28A.600.020
2. The Board, superintendent, and principals shall support and uphold teachers in their efforts to maintain discipline in the District, and shall give immediate response to all teachers' requests regarding discipline problems. Further, the authority of teachers to use prudent disciplinary measures for the safety and well-being of students and teachers is supported by the Board. In the exercise of authority by a teacher to control and maintain order and discipline, the teacher may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal and state laws or regulations.
3. The teacher will be informed of any information pertinent to the understanding of the discipline problem, as well as any measures taken in regard to the problem. The teacher will be informed of the future behavioral expectations required of the student and the action that will follow non- conformity, before the student is readmitted to class.
4. Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his/her/their individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher must first attempt one or more alternative forms of corrective action. In no event without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two days, or until the principal or his/her/their designee and the teacher have conferred. per RCW 28A.600.020. Prior to the student being readmitted to class, the employee will be informed about the resolution of the problem.
5. The District is strongly committed to supporting all its employees in the reasonable exercise of their duties. The District will take all appropriate and necessary actions to comply with its legal obligation to support members of the bargaining unit as they appropriately interact with students, parents and other members of the community.

C. Class Size:

1. District-wide ratios

- a. The Board recognizes the importance of class size.
- b. The District will make every effort in grades K-5 to equalize each grade level class size; and at 6-12 to equalize grade level required subjects.

2. Maximum Class Sizes

For the duration of the term of this Agreement, the parties agree to the following class size numbers, which are intended to allow classroom assignments in each building which comply with state funded levels for classroom staffing based on actual enrollment.

When classes exceed the following maximum, they will be considered to be overloaded:

Grades K-2 – 21 students

Grade 3 – 23 students

Grades 4-5- 27 students

Grade 6 – 27/155 students*

Grades 7-8 – 29/155 students*

Grades 9-12 - 32/155 students*

K-6 Music - 45 students

7-12 Music - 60 students

6-12 P.E. - 39 students

ALE - 28 students (FTE's) assigned for conferencing

* second number represents total students enrolled in classes assigned to the teacher

If the building staff and the building administrator prefer alternative classroom staffing models that result in class sizes that exceed the individual class size numbers or maximum number of students per day specified in this agreement, the parties may agree to alternative individual class size/daily max limits, notwithstanding the numbers in this agreement as long as a majority of staff and the building administrator agree in writing. If the majority of staff and the building administrator cannot agree on an alternative staffing model that avoids overload remedies, the district reserves the right to make final assignments that avoid overload remedies as much as possible.

Letters of Agreement confirming changes to individual class sizes in a particular building shall be signed within 5 days of the agreement.

3. Definition of Student Overload

Student overload is defined in the following way:

Student Hour - One student overload for one class period at the secondary level, and music and K-5 P.E.

Student Day Elementary_- One student overload for one class day in self-contained classrooms at the elementary level.

Student Day MS/HS - One student overload for one student enrolled in classes assigned to the teacher.

ALE - One student overload per additional FTE, beyond 28.0 FTE (overload is based on assigned full time equivalent, and not individual student count)

4. Procedures for Relieving Overloads

a. The District will relieve an overload at any time through;

(1) Student transfer

(2) addition of certificated staff

(3) forming new class sections

(4) additional compensation to affected certificated staff

b. When overloads occur, the principal will communicate with the affected classroom teacher within two days of the occurrence of whether the District will utilize options 1, 2, or 3 above. If the District does not implement options 1, 2, or 3, the District will provide option 4 with the affected teacher.

(1) K-5 Teachers

Teacher compensation rate of seven dollars a day per one student overload.

(2) 6-12 Teachers, K-5 P.E. and Music Teachers

Compensation of two dollars per student per day for each period of overload.

(3) ALE Teachers

Teacher compensation rate of seven dollars a day per one student FTE overload.

5. If option 4 is selected, the compensation is retroactive to the first day of overload, including the first days of school.

6. If a teacher ceases to have an overload, the compensation ceases as of that day.

7. Overload guidelines shall not be in effect at K-5 during the first five (5) student attendance days of the school year.

Overload guidelines become effective at 6-12 on the 10th day of each semester.

D. Special Education/Student Services Working Conditions

1. General

The Director of Special Services, with the building principal, will regularly review and, to the extent practicable, adjust special education caseloads in an attempt to provide balanced, manageable workload/caseloads for all relevant staff. Acuity will be a significant factor in determining caseload, and staff serving high-needs students will be assigned lower relative caseloads based on the caseload numbers listed below. If an employee believes his or her or their caseload is imbalanced or unmanageable, he or she or they may request a meeting with the Special Education Director and building principal, and may appeal their determination to the Superintendent, whose determination is final.

2. Student Services/Special Education Caseload

The district recognizes that students in kindergarten through age 21 with more complex needs will impact the workload of a special education teacher. Characteristics that would lead to a weight of 2.0 on a special education caseload include:

1. Medically fragile or medically complex status, or
2. students who scored at least two standard deviations below the mean on standardized, norm-referenced assessments for adaptive behavior and intellectual functioning, or
3. is qualified as emotionally and behaviorally disabled, or
4. requires a designated paraeducator for 80% of the day (with administrative approval)

Students qualifying as weighted will be verified by the special services director on the caseload count. Weighted students cannot be counted more than once (2.0 maximum weight).

Preschool - 12

Grades K-5 26 students

Grades 6-12 28 students

Elementary (K-5) One class period not to exceed 14

Secondary (6-12) One class period not to exceed 15

Speech and Language Pathologist/Occupational Therapist Caseload

Grades PreK-12 45 students

Students must have a minimum of 15 minutes of direct service each week in order to be counted on the caseload numbers.

Students with augmentative communication will be weighted as two (2) students (SLP caseload only). Students with augmented communication will be defined by letter of agreement between the District and the PTEA.

Individual employee caseloads above the above-stated limits will be addressed in the same fashion as general education classroom overloads under section VI.C.4, above.

3. Special Education staff with classroom assignments will receive five release days for every 1.0 teacher FTE (less than full time staff will be prorated) for completion of testing, writing IEP's, and other related duties.

4. Professional Development. When planning activities for district/building professional development days, the District/building shall consider the relevancy of the training/activities to the assignments of all certificated employees in the building, including special education teachers, ESA certificated employees and other specialists. Priority will be given to all District activities that are relevant to employee assignments, but the building

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principal and program director shall have the discretion to approve alternate activities for individual employees or groups of employees in an appropriate case.

5. Medicaid billing: All staff completing monthly Medicaid billing shall be compensated up to four hours per month on a timesheet basis for completion of Medicaid billing work outside of the contracted work day.
6. WA Aim. Special education teachers responsible for administering the WA Aim assessment shall be compensated five hours at per diem, per student assessed.
7. Paraeducator collaboration time with SPED Teacher: The District will provide opportunities for collaboration between Special Education teachers and their Paraeducators assigned to their caseloads.
8. Subcontracting. District shall communicate with the Association the specific reasons for not being able to hire a qualified employee, including all steps it has taken to recruit applicants, the number of applications received, and the reason why any appropriately certificated applicants were not hired.

E. Adopted Curriculum

Any new curriculum will go through a process involving input from staff who teach the applicable subject. Once a curriculum is District-adopted, materials will be provided to all staff expected to teach it, including special education staff and alternative learning experience staff. If training in the newly adopted curriculum is offered by the District, it will be offered to all staff expected to teach it, including special education staff and alternative learning experience staff.

F. Facility Conditions

1. The Board recognizes the importance of adequate and appropriate teaching stations.
2. A teacher workstation will include all of the following:
 - a. Laptop with projection capability & speakers
 - b. Projection device
 - c. Working phone
 - d. Filing cabinet
 - e. Desk
 - f. Chair
 - g. White board
 - h. Document camera
 - i. Projection area
 - j. Productivity software, e.g.: Microsoft Office, Google Suite
 - k. Access to internet to perform duties required of the job.
 - l. Functioning printer within a reasonable proximity
 - m. Access to a DVD player, if requested
 - n. Built in voice amplification system
 - o. With new assignment:
 - (1) Any district-adopted curricular materials shall be readily available
3. If the Association feels that facilities assignments have been unfairly made, the Association President shall write a letter of this concern to the Superintendent. Within a week of receipt of the letter, the Superintendent shall meet with the Association President to discuss the concern and explore alternative solutions. If no solution is reached, the Superintendent shall write the Association of the reasons for failure to resolve the issue.

ARTICLE VII -- EMPLOYEE RESPONSIBILITIES

A. Work Schedules

1. Starting and dismissal times

- a. Starting and ending times for employees shall be determined by the employer and may vary from school to school.
- b. When road or weather emergencies cause the District to delay the starting time for students, employees will be expected to make every effort to safely arrive at school as soon as possible, but at least fifteen minutes before students arrive.

2. Full-time employees

- a. Regular building hours for full-time employees shall be seven and one-half (7 1/2) hours per day, including a duty free lunch period of not less than thirty (30) continuous minutes.
- b. Each full-time employee shall have scheduled the equivalent of at least forty-five (45) minutes of continuous and uninterrupted minutes of preparation time for each instructional day. At the elementary level, this time will be scheduled to be daily, continuous and uninterrupted. At the secondary level, a total of at least 225 minutes will be provided weekly, in accordance with the requirements of block scheduling. Exceptions may be made on early release and other days with an irregular schedule, on which occasions good faith efforts will be made to mitigate the impact.

3. Part-time employees

- a. Regular building hours for part-time employees (less than 1.0 FTE) shall equal their full-time equivalency times seven (7) hours per day. If the employee's schedule includes the lunch period, his/her/their day will have an additional thirty minutes duty free lunch.
- b. Each part-time employee shall have a preparation time as described in paragraph 2.b above, except that it shall be pro-rated on the basis of the employee's FTE. Normally the preparation period will be scheduled at the beginning or the end of the work day but exceptions to this norm may be made for instructional purposes. When such exceptions are made the employee's work schedule will not be split by more than one preparation period.

4. Non-Instructional Duties

- a. K-12 employees will not be assigned to non-instructional duties such as playground, bus, hall, lunchroom, or detention duty during the employee's work day.
- b. Employees acknowledge the need for vigilance on the part of all staff in maintaining a safe environment for students at all times, including hallways and pod areas during passing times, and agree to problem-solve passing time supervision needs with their building principal.
- c. In the event of a levy failure, the Association agrees to discuss the resumption of non-teaching duties by the employees.

5. Time beyond the regular hours

In addition to regular building hours and consistent with the traditional expectations associated with the performance of professional employees, the following shall apply:

- a. Employees should spend time outside of building hours to the extent necessary for adequate preparation for instruction and conferences.
- b. Faculty meetings
 - (1) Except in emergency situations, the employer agrees to try to limit building faculty meetings to one (1) every other week and program (e.g. Special Education, subject areas) faculty meetings to one (1) per month.
 - (2) Faculty meetings shall be limited in length to one (1) hour and shall begin or end within ten (10) minutes of the beginning or the end of the student day.
 - (3) Staff shall be involved in determining the best time for scheduling regular faculty meetings. If it is determined that faculty meetings are scheduled during preparation periods, the Association agrees that grievances cannot be filed on this issue.
 - (4) All employees, including part-time employees, shall attend faculty meetings. Exceptions will be made by the Employer if conflicts occur with scheduled hours for duties of supplemental contracts. Employees assigned to more than one (1) building shall rotate in their attendance at faculty meetings. A tentative schedule shall be set up at the beginning of the year.

6. Days preceding vacations

- a. On days preceding legal holidays, employees may leave after the dismissal of students. For other early release days refer to the appropriate calendar.
- b. If the District is not in compliance for entitlement to basic education allocation funds, but could be with a reduction of the above time, the Superintendent will meet with the President of the Association and they shall mutually agree upon dismissal times for these days.

7. Teachers shall adhere to the daily schedule and shall make no commitments which will preclude their being present in their assigned responsibilities. Request for exceptions must be submitted to the principal prior to the anticipated teacher absence and/or late arrival or early leaving. Salary deduction will be made on a per diem basis or a pro rata share thereof of unapproved absence, late arrival or early leaving. Teachers shall not leave the building to which they are assigned during class or preparation periods without the consent of the building principal or his/her/their representative.

8. Early Release Wednesdays. For so long as the District continues its current practice of scheduled early release Wednesdays, the District will collaborate with and consider input from employees on how this time will be utilized. Each July/August, or prior to the development of the professional development topics for the following year, the district will invite PTEA selected representatives (one per school, plus an additional representative of special education) to give input into the district-wide professional development planning process for the upcoming school year.

- a. Each spring, the District shall work with building administrators to identify and communicate to the Association available dates for Wednesday early release;
 - b. The District shall identify dates for District-wide professional development needs as a priority and calendar those dates prior to September.
 - c. Remaining identified dates shall be turned over to each school building under the direction of the building principal;
 - d. The principals shall work with their building leadership team to identify 33% of building-based early releases to be used for teacher collaboration time, which may include but is not limited to: grade level teams, department teams, cross-building teams, vertical teams;
 - e. Principals shall work with their building leadership teams to design and then oversee the use of teacher collaboration time to ensure it is used with fidelity. Teachers may be required to provide verbal and/or written feedback to administration on professional collaboration time.
9. If an employee is assigned to more than one site on a given work day, adequate time for travel will be provided which allows for a 30 minute duty free and travel free lunch. If a preparation period would normally be provided, the employee will also receive that period. Adequate time for travel shall be considered no more than fifteen (15) minutes.

B. Assignment of Regular Employees as Substitutes

Regular full-time contracted employees shall not be assigned by the Employer to substitute for any employee during the regular full-time contracted employee's regular work day as heretofore provided except in cases where an emergency exists.

C. Report Card Preparation

Under normal circumstances all employees shall have three (3) full working days, up to 11:59 PM of the third day, at the end of each grading period to prepare student report cards. Under normal circumstances computer report forms for report cards shall be issued to the secondary employees no later than the last day of each quarter.

ARTICLE VIII – CONTRACTS

A. Contract Compliance

All individual employee contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement. Any individual employee contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent Agreements between the Employer and the Association. If any individual employee contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

B. Length of Contract

The total length of each regular employee's individual base contract shall be one hundred eighty (180) student days and beginning with the 2019-20 school year, any professional learning day(s) funded by the state.

C. Extended Contracts

1. No employee will be required to work beyond the contract days as described in paragraph B above.
2. The Employer may request (not require) personnel to work prior to the beginning of school or after the end of the school year. If personnel agree to work prior to or after the school year he/she will be paid on a full per diem basis of his/her contract.

D. Supplemental Contracts

1. No employee shall be required as a part of his/her/their contracted responsibility to perform supplemental contract duties unless the District is unable to find a qualified replacement.
2. The Board shall determine each year which supplemental contracts will be funded and supported by the District. There shall be a supplemental contract for the Board-approved activity as provided in Appendix 2. Compensation on these supplemental contracts shall be calculated on the basis of the base step of the current salary schedule with the exception of, the District-directed days provided for in section XIII.J below (Time, Responsibility and Incentive (TRI) Pay) and for the supplemental Counselor days referenced in Appendix 2
3. Appointment to supplemental positions shall be for one (1) school year and shall be consistent with statutory provisions.
4. The District will make every effort to notify employees, in writing, of appointments to supplemental positions six weeks before the position would normally commence.
5. The District agrees to issue supplemental contracts no later than fourteen (14) days prior to the effective date of the supplemental contract.
6. Any employee appeal of the performance evaluation described herein or of a termination of a supplemental contract by the District shall be submitted to a mutually agreeable third party. The third party "arbiter" shall have not less than two (2) years' experience each as a school administrator and as a school employee with a major supplemental assignment. The decision of the third party "arbiter" shall be final. If costs are incurred, the District and the Association shall share the cost equally.
7. If an employee wishes to resign from a supplemental position, he/she/they may do so without relinquishing his/her/their basic contract.
8. Certain supplemental non-teaching duties extending beyond the work day and not specifically identified on the Supplemental Salary Schedules shall be compensated at the individual employee's per diem hourly rate. Examples of such duties include all Task Forces and committees established by the District, District Directed Staff Development, etc. For the 2022-23 and 2023-24 school years, these and any other payments of per diem or per diem hourly pay will be based on the salary schedule.
8. Advisors whose teams participate in extended competition beyond the WIAA District level or equivalent shall receive additional compensation equal to the number of additional weeks multiplied by their regular stipend divided by the number of weeks of the regular season.
9. In the event no bargaining unit member applies for a supplemental position, the District may fill the position(s) from outside the bargaining unit for one year only. The District may pay

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outside workers a lower rate of pay than specified in Appendix 2, but under no circumstances
may those persons be paid more than the specified rate.

ARTICLE IX -- EMPLOYEE EVALUATION

A. Introduction

Two evaluation processes are provided for in this Article. One, for “classroom teachers,” as that term is defined in subsection B.8 below, and another one for “non-classroom teachers,” as that term is defined in subsection B.8 below. Both evaluation processes shall recognize strengths, identify areas needing improvement, and provide support for professional growth. Within the selected instructional framework, teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

The parties agree that the classroom teacher evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110: “(1) An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and (4) an evaluation system must encourage respect in persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.”

The parties also agree that both the classroom teacher and the non-classroom teacher evaluation processes are to be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191-025: “To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her or their performance.”

Additionally, as State law and regulations evolve, parties will re-open this section of the agreement to meet State requirements.

B. Definitions

1. For classroom teachers, criteria shall mean one of the eight (8) state-defined categories to be scored.
2. For classroom teachers, component shall mean the sub-section of each criterion.
3. For classroom teachers, evaluator shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. The evaluator shall assist the teacher by providing support and resources.
4. For classroom teachers, artifacts shall mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
5. For classroom teachers, evidence shall mean observed practice, products or results of a certificated classroom teacher’s work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Input from students, parents or other sources shall not be solicited as evidence by the evaluator, but may be used as artifacts by the teacher.

Unsolicited input from such sources will not be used as evidence unless substantiated by the evaluator after review with the teacher. No anonymous source material may be used as evidence or artifact.

6. For classroom teachers, not satisfactory shall mean:
 - a. A comprehensive summative evaluation performance rating of Level 1: Unsatisfactory; or
 - b. A comprehensive summative evaluation performance rating of Level 2: Basic - if the classroom teacher is on a continuing contract with more than five (5) years of teaching experience and if a summative score of Level 2 has been received two (2) years in a row or two (2) years within a consecutive three-year period.
7. For classroom teachers, student growth data shall mean the change in student achievement between two points in time within the current school year relative to State standards, as determined by the teacher with support from their assessor. Assessments used to demonstrate growth must predominantly originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.
8. Classroom teacher and non-classroom teacher. Classroom teacher (hereinafter, “teacher”) means any and all certificated employees with an assigned group of students for whom they provide academically-focused instruction and hold one or more of the certificates provided for under WAC 181-79A-140(1) through (3) and (6)(a) through (e) and (g). The term “classroom teacher” does not include employees who do not meet the above definition and who provide services to students and hold certificates as educational staff associates provided for under WAC 181-79A-140(5) Educational Staff Associates (e.g., Speech Language Pathologists, Psychologists, Counselors, Occupational Therapists, Nurses, Audiologists, Physical Therapists, Social Workers), Library Media Specialists, Building Level Teacher on Special Assignment or District Level Teacher on Special Assignment. These bargaining unit members who do not meet the definition of classroom teacher are referred to herein as non-classroom teachers.

C. Statement of Understanding

10. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
11. Professional Development: Regular and adequate professional development will be provided to classroom teachers around both State and CEL framework.
12. Teacher Engagement: Adequate time and resources will be made available for teachers within the work year to complete the evaluation process and gather and submit evidence.
13. Collaboration: The evaluation process will be viewed as a collaborative endeavor between evaluator and employee based on on-going professional growth.
14. Basic Performance Intervention
 - a. Non-provisional teachers on focused or comprehensive evaluation who receive a Basic summative score will be placed on comprehensive the following year.
 - b. Additional district professional development support will be provided to teachers failing to

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meet the Proficient benchmark regardless of provisional/non-provisional status.

15. Shared Teachers: Employees will be assessed at their primary work site with additional evaluation support/feedback from the secondary administrator. If an employee is shared equally between two buildings, the employee may choose the school he/she wishes to be assessed at first and responsibility for assessment will rotate between administration of the two school sites.
16. Choice of Criteria: Classroom teacher and evaluator will determine criteria used for a focused assessment before the end of September for the year assessment will take place. Yearly district focuses will be proposed/supported for teachers wanting additional professional development support.
17. Evaluation of Non-classroom teachers: Non-classroom teachers will be evaluated according to criteria outlined in Appendix 3, using the observation report and final evaluation report in the same appendix.

D. Feedback & Calendar

1. Teachers may expect regular and immediate feedback throughout the year from formal and Informal observations. Following each observation, or series of observations, the evaluator shall promptly document the results of the observation in writing, and shall provide the employee with a copy thereof within five days after the observation.
2. Initial Goal Setting Conference will be held no later than October 31st. The teacher and evaluator will mutually agree when to conference, provided such agreement shall not be unreasonably withheld. During this conference, the teacher and evaluator may discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria. Classroom teachers will also present their intended student growth goals for discussion/approval.
3. Mid-Term Teacher/Evaluator Conference will occur no later than February 15th. At this conference, areas that still need evidence and/or areas of growth will be communicated.
4. No later than May 31st the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
 - The teacher has the right to provide additional evidence for each criterion to be scored, provided the teacher presents it within seven work days of the evaluation conference. The evaluator shall consider such additional evidence presented and adjust the evaluation if and as appropriate. In cases of provisional teachers recommended for nonrenewal, the teacher's presentation of additional evidence following the evaluation conference in accordance with this sub-section shall not invalidate the evaluator's recommendation for nonrenewal, or the superintendent's nonrenewal decision, unless it causes the evaluator and superintendent to withdraw their recommendation or decision for nonrenewal.
 - The teacher will sign two (2) copies of the Final Summative Evaluation Report. Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

E. Provisional Employees

During an employee's provisional status, he/she/they is expected to perform, at a minimum, at a "basic" level of performance ("satisfactory" level for non-classroom teachers). Although provisional employees whose performance is not deemed satisfactory are not entitled to probation and a formal probationary plan of improvement, the employee's evaluator may provide an informal plan to assist in areas of needed growth. In such cases, the Association shall be notified at or prior to the time of its implementation, unless the employee requests otherwise, so that the Association can provide support and professional development.

F. Probation

1. Any non-provisional employee whose services have been judged unsatisfactory based on the evaluation criteria may be placed on probation by the Superintendent no later than February 1st of any school year and continuing until May 1st of the same school year. The probationary period will be sixty school days in length. Days may be added if deemed necessary to complete a program for improvement and to evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year. Before probation is instituted, the following steps shall be implemented:
 - a. The evaluator shall meet with the employee in an attempt to resolve matters relating to performance before probation is recommended. This conference shall be held no later than January 10th. The employee shall have the opportunity to have an Association representative in attendance at the conference.
 - b. If an employee is being considered for probation, the recommendation to the Superintendent for probation must be made on or before January 20th. The recommendation for probation must be in writing and a copy of that recommendation be sent to the employee. The recommendation for probation shall include the following:
 - (1) A definition of the problem in terms of deficiencies based upon the evaluative criteria;
 - (2) Expectations delineating levels of performance that would constitute acceptable performance in the problem areas defined;
 - (3) A prescription for remediation which spells out a course of action and time expectations for the employee involved to reach an acceptable level of performance; and
 - (4) A prescription for assistance which spells out courses of action whereby the employee will be assisted, counseled, and tutored to improve the level of performance to an acceptable level.
 - (5) If the evaluator deems the employee unsatisfactory after February 1st, the employee may be placed on probation the following year; subsections (1) - (4) will apply.
 - (6) The teacher's presentation of additional evidence following the evaluation conference in accordance with sub-section D.4, above, shall not invalidate the evaluator's recommendation for probation unless it causes the evaluator to withdraw the recommendation for probation. If it is determined by the Superintendent that probation is warranted, then the Superintendent shall notify the employee in writing and such notice shall include all the provisions of Step 2 above. The evaluator may ask for assistance from the Superintendent or his/her/their designee to supply additional resources during the probationary period.
 - c. Unless days have been added to the probationary period in accordance with sub-

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section E.1, above, and communicated to the association, no later than May 5th, a summarized written evaluation report with recommendations for future action shall be furnished to the employee. In the event that the report contains any information not previously made known to and discussed with the employee, the employee may submit a written, signed statement which shall be attached to the evaluation report and recommendation. Within five (5) working days from the receipt of the report, the employee may request and will be given a hearing with the Superintendent. The hearing shall be held within five (5) days of receipt of the request. The pendency of this hearing request will not impair the Superintendent's authority to provide notice of contract nonrenewal in accordance with state law.

ARTICLE X -- ASSIGNMENTS/TRANSFERS/VACANCIES

A. Assignments

1. An assignment shall mean a placement of an employee in either a teaching and/or support personnel position.
2. Employees shall be assigned to positions in accordance with State Board of Education regulations and the terms of this Agreement.
3. Employees shall be notified in writing on or before June 1 of tentative assignment for the following school year. Tentative assignments for employees shall include grade levels or subject areas. If assignment changes occur prior to the school year, the employee will be informed in writing.

B. Definition of Transfer

A transfer is a major change in an employee's assignment, including change in school site, general education/special education for more than half of the employee's work day.

C. Transfers

1. When a transfer is necessary at a grade level or program, the members of the affected category will form the transfer pool.
 - a. Members of the affected pool will be notified in writing of the necessary reduction, the available incentives for volunteering to transfer, and of the current opening(s). If two or more staff volunteer to be transferred, the most senior qualified person will be transferred.
 - b. If no member of the affected pool volunteers to be transferred, the members of the pool, principal and/or program director will meet with the pool to problem solve and discuss possible options.
 - c. If there continues to be no volunteer from the affected pool the least senior qualified person will be involuntarily transferred.
2. Seniority is defined as number of years of teaching experience in Washington State.
3. As incentives to encourage members of the affected pool to volunteer and recognize the value of volunteerism, the District will:

- a. Provide funds not to exceed \$500 during the first year of the transfer to be used by the volunteer as mutually agreed with the principal for professional growth, released days for training, per diem for instructional preparation, instructional resources, or other mutually agreed upon activities which will benefit the professional development of the volunteer and,
 - b. The volunteer will have the first opportunity to transfer to any opening in their original transfer pool from the date of transfer through the subsequent two school years.
4. The building Principal will provide written notification to the Superintendent and to the PTEA President that a voluntary transfer has occurred, so the individual teacher may access the additional funds made available and to establish the timeline for that individual's opportunity to return to his/her previous assignment.

D. Involuntary Transfers

1. When involuntary transfers are required, employee transfers shall be made on the basis of seniority with the employee with the least seniority being transferred first, provided that the employee is deemed qualified to perform the required duties of the assignment.
2. An employee shall not be involuntarily assigned to a position for which he/she does not meet the preparation requisites of Articles XI, Section C, (RIF).
3. Notice of proposed involuntary transfers shall be given to the affected employee immediately upon knowledge of such transfers.
4. No employee shall be transferred involuntarily without good reason.
5. The employee transferred involuntarily after the third week from the start of the school year shall receive ten (10) working days released from instructional duties to prepare for the new position.
6. The Association shall be notified of all involuntary transfers along with a written statement of reasons for such transfers.

If a district-initiated or involuntary change in assignment requires a change in building, the employee will receive two (2) days of per diem compensation for packing and moving time. One (1) day of per diem will be provided in the case of an in-building move.

E. Vacancies

1. A vacancy is when a position within the bargaining unit is open which the District intends to fill. Principals, working with their staffs may, by May 15, make internal staffing assignments among existing staff at a building prior to determining the precise position which is "open" for purposes of posting per E, 2 below. This will include making all staff aware of all assignment possibilities (including newly created positions) and using a transparent process for staff to express interest. In the discretion of the District, up to 0.2 FTE may be added to the assignment of a part-time employee who is 0.8 FTE or less without posting the increase as a vacancy or new position.
2. During the school year, the District will send one (1) notice of vacancy to each school to be posted and an extra copy to the President of the Association. During the summer a notice of vacancy will be listed on the PTSD website and emailed out to staff members who have submitted their contact information to the district office. The position qualifications and

application procedures will be posted in the district office and on the district website. The posting period for internal applications will be for five (5) working days from date of notice. Vacancy notices may be sent to placement services and potential outside applicants at the same time internal notices are sent. However, the District agrees that outside applications will not be considered until the internal process has been completed.

3. Employees who desire a posted position may file a written statement of such desire with the personnel office.
4. Qualifications for the position will be determined by the criteria stated in the job announcement, which may include but are not limited to, educational training and certification, educational employment experience, related employment experience and educational program needs. All other qualifications being equal, senior qualified employees will be given first right of refusal for vacant and new positions that are not more than 0.2 FTE greater than that employee's current FTE. Qualified employees are guaranteed an interview for positions that are greater than 0.2_FTE above that employee's current FTE.

All internal applicants who meet the posted qualifications and have applied for a vacant position shall be interviewed for the position, before external candidates are reviewed. The District shall have the right to select the most qualified person for any vacancy. The basic consideration in the assignment of certificated personnel in the Port Townsend School District shall be the well-being of the program of instruction as determined by the District. Several factors will be taken into consideration in the process of assignment/reassignment and transfer, including but not limited to:

1. Regulations of the State Board of Education
2. Appropriate certification
3. Requirements of the Instructional Program and Support Services.
4. Documented performance in current position

Staff members wishing a transfer may indicate their intent by submitting a letter of interest that provides evidence of their ability to meet the position qualifications. Those meeting all position requirements will be afforded an interview for the position. The District will notify employees who applied and were not selected. An employee may ask for a conference or written explanation to review his/her request that was not granted.

5. The District shall have the right to select the most qualified person for any vacancy. After making a final placement decision, the administrator will provide feedback about such decision to any interview team member who requests such. Any internal applicant not selected for a position shall receive a written explanation and/or a personal phone call or meeting to discuss the rationale for the decision from or with a building administrator, program supervisor or the Human Resources Director. No current employee shall be required to teach audition lessons for the purpose of determining qualifications.
6. If a position to be filled is open as a result of an employee being granted a leave, the provisions of Article X will apply to that position except:
 - a. If an in-district employee is assigned to that position:
 - (1) That assignment will be only for one school year or the duration of the leave, whichever is shorter.

ARTICLE XI -- REDUCTION IN FORCE

A. General

Probable cause for employees' reduction will be determined by the Board of Directors after receiving the recommendations of the Superintendent. The Superintendent shall develop a list of certificated employees to be recommended to the Board of Directors for retention to fill the positions needed to operate the educational program or services as determined in Section B below. Said list will be developed according to Sections C and D below.

Prior to making the recommendation to the Board, the Superintendent shall review with the Association his/her/their recommendations regarding the educational program or services to be offered and the employees who will be employed to provide the educational program and services.

Retaining senior staff members is a paramount priority. To this end the district will advise and assist employees in the options for retraining, out-of-endorsement waivers, and/or emergency certification.

B. Educational Program or Service Recommendations - Step One

In the event there exists probable cause for employee reduction because of economic conditions, the Employer will determine the number of positions that will be available to operate the instructional program. The factors used by the Superintendent in making recommendations to the Board on the educational program or services to be provided by the District shall be:

1. The needs of students as developed by subject enrollments of students consistent with requirements for graduation, District goals, and minimum requirements in accordance with WAC 180-16-200.
2. The funds available for the implementation of the educational program or service. The Superintendent shall provide the Association with financial data substantiating his/her recommendation.
3. The instructional program offerings and services based on the material developed under paragraphs 1 and 2 above.
4. The positions needed to operate the educational program or service developed under paragraphs 1, 2, and 3 of this section.

C. List of Certificated Staff in Rank Order - Step Two

Annually, on or before December 1, the Superintendent shall develop a list of certificated employees, including those on approved leaves of absence, in descending rank order. Prior to the state determined RIF date of May 15 (June 15 in any year when the omnibus appropriations act has not passed the legislature by May 15), an updated RIF list shall be prepared which will include all certificated employees hired on continuing contracts after December 1. Rank shall be determined by certificated work experience and educational preparation accrued through September 1, according to the following criteria:

1. Experience will include:
 - a. Verified certificated employment by a public school in Washington State.

- (1) Verified certificated work experience will be determined by the number of FTE years of certificated work experience prior to the current year. The traditional 9-month academic year shall be considered as 1.00 school year. Full-time and part-time employment shall be added together and listed to the nearest hundredth. No more than 1.00 school year of experience may be counted for any 12-month period.
- b. Verified military, Peace Corps, or Vista service which interrupted professional education employment after 9/1/01 or authorized leaves of absence granted by the Port Townsend School District for teaching in public schools.
 - (1) Military, Peace Corps, or Vista service experience will be determined by giving one (1) school year experience for each calendar year of service to a maximum two years' experience credited to an employee.
2. Educational preparation shall include all transferable college credits (quarter hours) earned (on or before September 15 of the current year) after the employee has received his/her/their BA or BS degree. Educational preparation shall be used only in determining rank if more than one (1) employee has the same work experience.
3. The Superintendent shall provide a copy of this list to each certificated employee. In addition, the Association shall be provided with a copy of the list.
4. Any staff member may, in writing, and within fifteen (15) days of receipt of the list, file with the Superintendent his/her/their objections to the ranking order. The employee may request consideration for the modification of the ranking order. Said individual must include in his/her/their request a full statement as to the facts on which the employee contends the list should be modified. If the reasons are correct, the list will be corrected and copies of the new list will be sent to each employee and the Association. If the Superintendent rejects the individual's request for modification of the list, he/she/they shall do so in writing, and provide the individual and the Association with copies thereof. No appeal to the Superintendent shall prevent the Board from taking action, and the Superintendent issuing notices of probable cause, prior to May 15, or June 15 if the omnibus appropriations act has not passed the legislature by May 15, at which point in time the seniority list shall be considered final for the year.

D. Retention of Certificated Staff – Step Three

"Employees" are defined, in Sections D and E, as those certificated employees on Provisional and/or Continuing contract status. This language does not apply to those employees on Replacement contracts.

In the event of a Reduction in Force, employees shall be assigned to positions beginning with the most senior staff and continuing in order down the list developed in Section C. No part-time employee will be offered a position in excess of current contractual status until the Employment Pool is depleted.

The following procedures, requisites and criteria shall be applied in the order in which they are listed.

1. An employee will be assigned to the position they currently hold if the position still exists.

2. If an employee cannot be retained in their current position, the employee will be considered for retention in the category or specialty, (i.e. subject, grade level, or in some cases a combination of both such as elementary music, P.E.) held at the time of the implementation of this provision.
3. When a certificated employee cannot be placed in his/her/their current category or specialty, the employee will be placed in another position for which he/she/they qualifies. "For which he/she/they qualifies" shall mean those persons who satisfy the requirements for a position identified under Section B, Item 4 above, and whose certification, educational preparation, and experience conform to the requisites and criteria as set forth under D.3.a. (1) below.

a. Procedure for Staff Selection

(1) Certification Requisite - A teacher shall possess an appropriate valid Washington State Certificate for the particular position being filled.

(2) Preparation Requisites

(a) Elementary (Regular - Grade Level Teacher)

For an elementary teaching position in a primary or intermediate grade, a person must have at least three (3) quarter hours of college credit in either elementary reading, elementary language arts, or children's literature, additionally the person must have at least twelve (12) quarter hours of college credits in any combination of the following fields: elementary mathematics, elementary science, elementary social studies, elementary arts, elementary music, elementary health and P.E., elementary reading, elementary language arts, children's literature, or methods of teaching at the elementary level. The requirement of college preparation shall be waived for any certificated employee who has taught in a regular elementary position during the current school year or during one of the five (5) previous school years.

(b) Secondary (Regular) or Elementary Specialized Area

For a teaching position, a person must have a major or minor as determined by a college/university (as listed on transcript or verified by the college/university), or the equivalent of fifteen (15) quarter hours in the particular subject area(s) in which he/she will be teaching for at least two-thirds (2/3's) of the teacher's assignment. The requirement of college preparation shall be waived for any certificated employee in a secondary position or an elementary specialized position if at least thirty-three percent (33%) of his/her time during the current school year or in one of the five (5) previous years has been in that particular field.

(c) Special Education (All Levels)

All personnel employed in whole or in part from handicapped funds shall hold appropriate credentials and qualifications as

required for the particular position of employment by WAC 392-172A-01085.

- (d) Support Staff (All Levels; consists of psychologists, counselors, communication disorders specialists, physical therapists and librarians).

Support staff members shall have the special credential or certificate required for the particular position.

- (e) Staff with Einstein or special certificates continue to be a part of the selection pool, provided that said certificates are renewable for the school year under consideration.

- (3) Tie Breaker - When more than one person qualifies for a particular position under the certification and preparation requisites listed above, ties shall be broken using the application of the selection criteria specified below.

- (a) Length of Work Experience and Educational Preparation

When more than one person qualifies for a particular position under the certification and preparation requisites listed above, the employee who has the highest ranking on the list as described in Section C (List of Certificated Staff in Rank Order) shall be offered the position.

- (b) Experience in the Position

When more than one person qualifies for a particular position under the requisites and criteria listed above, the position shall be offered to the person who has the greatest length of service as an elementary teacher for an elementary position, as a special education teacher for a special education position, or in the particular subject area for a secondary position, or the person with the greatest length of service in the support staff position (provided, however, that the person holding such a staff position during the current school year or during one of the two (2) previous school years shall be given priority for a support staff position before anyone who may otherwise qualify, but who has not had experience during that period).

- (c) Individual Contract Signing Date

When more than one person qualifies for a particular position under the requisites and criteria listed above, the position shall be offered to the person with the earliest contract signing date. Contract signing date is defined as the date upon which the employee signed and dated his/her/their first contract with the District.

- (d) Classroom Teacher Evaluation Results

When more than one classroom teacher qualifies for a particular position under the requisites and criteria listed above, the

position shall be offered to the person with the highest comprehensive summative performance evaluation rating on his or her last prior evaluation (comprehensive or summative).

(e) Decision by Lot

If a tie continues to exist, a final selection shall be made by lot. Employees involved shall be notified prior to the final selection.

E. Non-Renewal and/or Adversely Affected – Step Four

If, after the above procedures have been followed and the employee still cannot be placed in a position for which he/she/they qualified, he/she/they will be non-renewed or adversely affected and placed in the Employment Pool as set forth under paragraph 2 below:

1. Retained Staff Transfers

If additional positions are established or if resignations become effective after the reduction-in-force occurs, the Superintendent will reassign retained certificated staff to positions held during the previous school year to the extent that such positions are available.

2. District Employment Pool

- a. Employees receiving probable cause notices will be placed in a District Employment Pool.
- b. In the event there are not sufficient positions to offer contracts to all Employment Pool personnel, the Employment Pool shall be re-established. The District shall exhaust the Employment Pool of eligible employees before it can hire any additional certificated employee covered by this Agreement.
- c. However, a certificated employee who refuses an offer by the District of a continuing contract equal to their current FTE certificated position when recalled, or a certificated employee who accepts a continuing certificated position in education outside the District will be dropped from the Employment Pool and will lose all rights under this Contractual Agreement.
- d. Under provisions herein provided, employees will remain in the Employment Pool for up to two years.
- e. Certificated employees who remain in the Employment Pool will be placed on the substitute teachers' list if they so desire and shall be called first for that school year they are in the Employment Pool.
- f. It shall be the responsibility of the certificated employee to keep the Superintendent notified of the employee's current address and telephone number as an offered contract must be signed and returned not later than ten (10) working days from receipt of the same.
- g. In accordance with Federal COBRA guidelines, employees may retain, through the District, at their own expense, their insurance eligibility while on R.I.F. status (or "in the District Employment Pool").

3. Recall by Assignment to Vacant Positions

Assignments to those positions still vacant after application of paragraph 1 above, Retained Staff Transfers, shall be made from the Employment Pool in accordance with the following:

- a. If no retained staff member is assigned to a vacant posted position, then such positions are to be filled from the Employment Pool.
- b. Positions vacated through reassignment of retained staff shall be filled from the Employment pool.
- c. Recall of non-renewed employees from the Pool shall be in descending order as determined from the list of staff as described in Section C, and who further qualify according to employment category and selection criteria.
- d. Notification of employment shall be by certified mail. Failure to respond to an offer of a position within ten (10) working days of receipt will be considered as a refusal of a position.
- e. If no qualified person is available from the Employment Pool, the District will follow the usual District employment procedures.

4. Retraining Option

Retraining option shall be available to certain persons in the Employment Pool.

- a. If an employee with more certificated experience than retained employees does not meet either the certification requirements, preparation requisites, or preparation waivers as described in Section D above, the employee will be non-renewed or adversely affected with a retraining option.
- b. In the event the District has a position (covered by the Bargaining Agreement) for which no current employee qualifies according to Section D.3 the employee in the Employment Pool with the highest rank will be offered a retraining option. If such employee turns down the retraining option, the next ranking employee in the Employment Pool will be offered a retraining option.
- c. The retraining option process shall be as follows:
 - (1) The Superintendent will meet with the affected employee and the President of the Association to discuss the position options.
 - (2) If position options are available, the employee, in consultation with the Superintendent, will choose the position.
 - (3) The Superintendent and the affected employee shall examine the employee's current transcripts and determine what additional training is needed to meet the preparation requisites in Section D.3. The Superintendent and employee shall sign an agreement as to the exact courses/training to be taken to insure re-hire at the end of the retraining.
 - (4) The employee's retraining will be at his/her/their own expense.

- (5) The position will be held open until the beginning of school in September. If the employee cannot meet the preparation requisites in September, a leave of absence without compensation will be granted until the second semester of the current school year. If the employee has not met certification and/or preparation requisites by the end of their first semester of leave, a second semester of leave will be granted. After two semesters, if the employee has not met the certification and/or preparation requisites, the employee will be placed in the Employment Pool for the following school year.
- (6) The District may hire a person on a replacement contract (including the ranking employee in the Employment Pool who meets the certification/preparation requisites) for the first semester. Persons hired from the Employment Pool on a replacement contract retain Employment Pool rights.
- (7) In the event an employee on a retraining option files for unemployment compensation, the District will take no action to prohibit the employee from receiving unemployment compensation.

ARTICLE XII -- LEAVES

A. Sick/Emergency Leave

1. Sick leave is for the purpose of the employee's illness. For an absence of more than five (5) days duration, a doctor's certificate will be required.
2. At the beginning of each school year, each employee shall be credited with a sick leave and emergency leave allowance of twelve (12) days with full pay.
3. Unused sick leave for each employee for each year is added to the employee's accumulated sick leave. Sick leave accumulation shall be in accordance with state law.
4. Employees employed after September 15 shall be credited with the number of sick leave days in the following proportion:
$$\frac{\text{No. of contractual days} \times 12}{\text{No. of days in staff calendar}}$$
5. Employees who are less than 1.0 F.T.E. employees shall be credited with the number of the sick leave days in the following proportions: Full time equivalency times 12. Sick leave days accumulations for these employees shall be calculated each year in accordance with the employee's full time equivalency.
6. The District will comply with State laws regarding "Attendance Incentive Program" or "Sick Leave Buy-Back Program" and the WAC provision for its implementations.
7. When a teacher is absent from work due to illness he/she shall give notice, if possible, to the principal or the person designated by the Superintendent to receive such notice, not later than 6:30a.m. of the first day of the illness. The teacher will also provide or notify the principal or designee where to locate his or her sub plan(s) for the day(s). If the absence is for consecutive days, the principal should be notified of the probable date of return.

8. Two (2) weeks written notice for planned surgeries or other anticipated disabilities should be given to the District.
9. Employee payroll checks will provide an accounting of sick leave used and accumulated. The accounting will be from payroll cutoff date of the previous month to the payroll cutoff date of the present month.
10. In the event an employee's verified illness extends beyond his/her/their accumulated sick leave, the District shall consider the employee on sick leave without pay.
11. Emergency 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 pre-planning is not possible, or where pre-planning cannot relieve the necessity for the employee's absence.
 - b. The problem cannot be one of minor importance or of mere inconvenience, but must be serious.
 - c. Application for consideration for emergency leave must be made to the Superintendent within five (5) working days after the absence. Applications must be in writing and must explain the reasons for the request. Emergency leaves are subject to the approval of the Superintendent.

12. Leave Sharing

- a. In accordance with Board Policy 5406 and Procedure 5406P, an employee who has an accumulated sick leave balance of more than twenty-two (22) days, pursuant to Section A-3 above, may request the Superintendent to transfer a specified amount of sick leave to another district employee authorized to receive leave. Such transfer request must be made in writing. In no event may an employee request a transfer that would result in his/her/their sick leave accumulation going below twenty-two (22) days. Such a transfer of leave days must be made for the benefit of a designated employee.
- b. In addition to the requirements of Section A-3 above, to be eligible to use leave transferred hereunder, an employee must suffer from, or have a relative or household member suffering from, an extraordinary or severe illness, injury, impairment or physical or mental condition; who is a victim of domestic violence, sexual assault, or stalking; who is sick or temporarily disabled because of pregnancy disability; who is on parental leave; or who has been called to service in the uniformed services. This program is intended to extend leave benefits to an eligible recipient who otherwise would have to take leave without pay or terminate employment.
- c. Transferred days shall be deducted from the employee's sick leave accumulation and will be credited to the sick leave accumulation of the employee to whom the days were transferred.
- d. The value of the leave transferred shall be based upon the leave value of the person receiving the leave. In situations where more than one (1) employee is offering to transfer sick leave to another employee, sick leave transfers shall be implemented in an equitable manner.

13. Sick Leave Cash Out

In accordance with Board Policy 5401, in January of the year following any year in which a minimum of 60 days of sick leave is accrued, and each January thereafter, any eligible staff member may exercise an option either: A. To receive remuneration for unused sick leave accumulated in the previous year in an amount equal to one day's monetary compensation of the staff member for each four (4) full days of accrued sick leave in excess of 60 days; or B. To add that year's sick leave to the staff member's accumulated sick leave.

All such leave for which the staff member receives compensation will be deducted from accumulated sick leave at the rate of four (4) days for every one-day's monetary compensation.

A staff member may cash-out all accrued sick leave at the above rate at the time of an eligible separation from employment as set forth in RCW 28A.400.210 and Chapter 392-136 WAC. The administrator of the estate of a deceased staff member may also cash-out all accumulated sick leave at the rate of one day's monetary compensation for every four (4) days of leave. A certified copy of the death certificate and proper documentation of court appointment as administrator of the estate must be submitted to the District office.

B. Bereavement Leave

Leave with pay not to exceed five (5) days will be granted for absences due to death of spouse, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, uncles, aunts, nieces, nephews, grandparents, grandchildren and persons who were permanent members of the household at the time of their death. This leave is not accumulative. One (1) of these five (5) bereavement days may be utilized for death of a person not listed above.

C. Family Illness Leave

1. Leave with pay will be granted for absences due to illness of spouse, mother, father, son, daughter, brother, sister, or persons who are permanent members of the household at the time of their illness.
 - a. Leave with pay not to exceed one (1) day will be granted with no accumulation of days granted.
2. Days accumulated prior to 2005-06 will remain until used.

D. Military Leave

1. Annual active duty training (Reserve or National Guard):
 - a. An employee serving as a member of the National Guard or any Reserve component of the Armed Forces of the United States is entitled to leave with pay for active duty required in fulfillment of military obligations, upon application therefore, for a period not exceeding twenty-one (21) calendar days in any one calendar year.

E. Parental Leave

1. Employees may use their sick leave for the purpose of childbirth, adoption, or foster care. In the event of the birth/adoption of a child to an employee's spouse, sick leave may be used. Eligible employees shall be entitled to a total of twelve work weeks of uncompensated leave during any twelve (12) month period measured backward from the date leave is first used as authorized by the Family and Medical Leave Act of 1993.
2. Employees who are disabled due to pregnancy, miscarriage, abortion, or childbirth may use their sick leave for the period of their disability as verified by their physician. The twelve week entitlement as provided for by the Family and Medical Leave Act shall not count the days used as sick leave for pregnancy or childbirth disability.
3. An employee shall be granted, upon request, a leave of absence without pay for the duration of the current school year; or, in the case of an employee who gives birth or adopts a child during non- contract days between school years, the employee shall be granted, upon request, a leave of absence without pay for the duration of the subsequent school year.

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

The employee shall notify the District by March 15 of his/her intent to return to the District.

F. Authorized Leaves of Absence

1. A leave of absence without pay, not to exceed one (1) year, shall be granted to a member of the certificated staff of Port Townsend School District No. 50 by the Board of Directors upon recommendation of the Superintendent. To be eligible, the staff member must have completed at least two (2) years of satisfactory service in the District.
 - a. Leave of absence may be granted for the following reasons:
 - (1) Study or research
 - (2) Foreign teaching in the U.S. Government service
 - (3) Exchange teaching
 - (4) Travel
 - (5) Other special needs
 - b. Applications for leave shall be made in writing to the Superintendent on or before March 15. A written answer will be provided on or before May 1. Exceptions to the deadline will be made for leave requests for less than one (1) year.
 - c. Requests for extensions shall be in writing, addressed to the Superintendent and received not later than March 1st. An extension for a second year will be granted for military, Peace Corps, Vista service and foreign teaching in the service of the U.S. Government. Granting other extension requests are solely the prerogative of the District.
 - d. Experience increments, retirement, and all other rights afforded by the District will be retained by the staff member on leave of absence.
 - e. An employee on leave who does not fulfill the purpose for which the leave was granted shall communicate in writing to the Superintendent the circumstance(s) which prevented the fulfillment of the original purpose.

- f. An employee granted a leave of absence agrees not to request a job with the District before the end of the leave time granted.
- g. Employees understand that accepting a continuing contract during this leave period with another Washington State public school violates their rights under this section of Article XII and is equivalent to a resignation.

2. Return from Leave

- a. The Superintendent must receive on or before March 1st a written request from the employee on leave for re-employment. Failure on the part of the employee to meet this requirement is equivalent to a resignation.
 - b. Unless a reduction-in-force is in effect, the District will reemploy the employee on leave who has met all the requirements of this section. If a reduction-in-force is in effect, the employee shall be subject to the terms and conditions of Article XI of this Agreement.
 - c. Employees returning from authorized leave of absence after one year's leave will be provided their position prior to leave unless conditions necessitate an involuntary transfer pursuant to Article X-D. After two years leave of absence employees will be provided a position with the District.
3. The District will grant short-term leaves of absence without pay to any employee as long as a qualified substitute can be obtained. Short term leaves of absence will not be granted the first five or last five (5) days of the school year except for educational training or in cases of emergency. In determining an emergency, the Superintendent's decision is final.

G. Association Leave

The Association President or designee will be granted forty-five (45) days leave per year, which may be taken as whole or half-days, in order to attend to Association business. The Association will reimburse the District in the amount of substitute salaries used by the District when Association Leave is used. The District will charge the Association half the cost of a substitute when the Association leave is used for collaborative bargaining. When possible the Association will give the District at least three days' notice of its plan to use Association Leave.

H. Personal Leave

- 1. Each employee is granted two (2) days of personal leave per year. There is no cash out for unused personal leave days.
- 2. These days are accumulative, not to exceed a total of five (5) days.
- 3. No personal leave may be taken in less than one-half (1/2) day units.
- 4. No personal leave is available during the following periods except in cases of emergency. In determining an emergency, the Superintendent's decision is final.
 - a. First ten (10) student days
 - b. Last ten (10) student days

5. No more than five employees will be granted personal leave on any one day, with a maximum of two employees gone per building. Staff working in more than one building will not count in the two per building limit. The procedure for determining who may take personal leave is as follows:
 - a. The employee, except in emergencies, must advise his/her immediate supervisor twenty-four (24) hours prior to taking personal leave.
 - b. If excess applications are made for one (1) day, those requesting first will be honored.
6. Employees are allowed to cash out two (2) personal leave days upon retirement

I. Leave for on the Job Injuries

1. Employees who are injured on the job and who wish time-loss compensation and adjusted sick leave should follow the procedures as outlined in Appendix 5.

J. Jury Duty

1. Leave of absence shall be authorized for jury duty. Employees are asked to secure support from the District office in seeking relief from jury duty in excess of ten (10) days. Duty beyond this length could be detrimental to student programs.
2. There will be no deduction in pay for absences for jury duty, provided that the employee shall report to work if released from jury duty before the end of the contracted day, unless excused from doing so by his or her supervisor.

K. Court Appearance

1. Leaves of absence with pay shall be granted when a teacher is subpoenaed to appear as a witness in a court of law. The employee shall provide a copy of the subpoena to the District promptly upon its receipt and cooperate reasonably with District efforts to minimize its adverse impact on the District.

L. Attendance at Approved Professional Meetings and Conferences

1. Authorized absence for employees to attend professional meetings/conferences will be at the discretion of the Superintendent. When a staff member is authorized by the Superintendent or his/her designee to officially represent the District at such meetings, approval and reimbursement for travel expenses shall be in accordance with District regulations.

M. Sabbatical Leave/Grant

1. The District may provide sabbatical leave/grants for certificated personnel for the purpose of study and/or travel that will be to the benefit of the students and the School District. The following conditions prevail:
 - a. Certificated personnel must have rendered satisfactory service for six (6) consecutive years before being eligible for this extended professional leave.
 - b. Sabbatical leave may be granted for not less than a semester/quarter nor more than a school year to an employee in order to pursue any of the following programs:

- (1) A planned program of courses taken in an accredited institution of higher learning which is related to the professional growth of the applicant. Applicants who apply under this program shall agree to undertake a full load as determined by the institution involved.
 - (2) Educational travel of a nature and extent which will materially increase the proficiency of the applicant as a teacher. Acceptable travel is defined as travel related to the school work of the employee.
- c. The committee will meet prior to December 20th to decide if economic conditions allow funding a sabbatical. Applications outlining plans for the period of absence must be submitted to the Association/Employer Committee. This committee shall consider all applications and make recommendations. The decision of the Board will be final.
 - d. Applications for sabbatical leave/grants must be filed with the Superintendent of Schools not later than February 15 of the year in which the leave/grant is to become effective.
 - e. The total of sabbatical leaves and/or grants awarded in any one (1) academic year shall not exceed an aggregate of one (1.0) FTE certificated position.

Employees awarded sabbatical leave/grants will be remunerated at one-half (1/2) of their actual salary (for 180 days excluding supplemental contracts) for the period of the leave/grant and they may remain enrolled in District insurance plans, at their own expense, if the insurance plans so allow. Salary during the leave shall be paid in equal monthly installments during the leave period.

- f. Experience increments, retirement, and all other rights afforded by the District are retained. Any additional benefits granted to regular employees will automatically apply to those on sabbatical leave.
- g. The recipient must agree to return to the service of Port Townsend School District for a period of three (3) years following the expiration of the sabbatical leave period. If the recipient does not return to the district, he/she/they must repay all monies provided in the sabbatical grant that is a cost to the District on or before June 1 of the following year. If the recipient returns to the District and resigns prior to the end of the three years, the recipient must repay one-third of the costs

for each year of the obligation that is not fulfilled within six (6) months of his/her resignation.
- h. Each recipient shall make written reports to the Board of Directors by December 1, April 1, and July 1, of the grant year.

N. Association Officer/Public Office Leave

1. Leave without pay, not to exceed two (2) years, will be granted, when required, to any Association member who shall have been elected or appointed to a position in the National Education Association, Washington Education Association, or a local association so affiliated or elected or appointed to public office. The employee shall notify the Superintendent of the need for leave upon verification of his/her election or appointment.

No Association Officer/Public Office leave may be taken in less than forty-five (45) full day units. Experience increments, retirement, and all other rights afforded by the District will be retained by the staff member on Association Officer/Public Office Leave.

O. Return Rights

1. Employee returning from a leave under the provisions of Sections E., F., M., or N. above will not be subject to a transfer unless conditions necessitate an involuntary transfer pursuant to Article X-C.

P. Family Leave

1. Employees have access to up to twelve (12) weeks unpaid leave for family medical purposes consistent with Board policy. Medical benefits will continue to be paid while the employee is on leave under this provision.

Q. Paid Family and Medical Leave (PFML)

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act, which is administered by the Washington State Employment Security Department. To be eligible for this leave, employees must have worked a minimum of 820 hours in accordance with state law. Employees may initiate the use of this leave prior to exhausting all accumulated, leave with the exception that PFML shall run concurrently with FMLA leave, consistent with RCW 50A.04.250 RCW 50A.15.110. The District will pay 36.67% of the payroll premium and the employee will pay 63.33% of the payroll premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

ARTICLE XIII -- ECONOMIC PROVISIONS

A. General Provisions

1. The Employer agrees that all employees will be correctly placed on the salary schedule.
2. The Employer agrees that increments for experience and education will be granted annually in accordance with the laws, rules and regulations developed for reporting on the S-275 form or its state-wide equivalent in effect as of September 1, 2018.
 - a. The annual salary schedule format and base amount will be as established in Appendix 1, attached, subject to the right of either party to reopen the negotiations as stated in Article XVII. The Salary Schedule for 2022-23 is inclusive of an additional longevity step as outlined in the salary table. The 2023-24 salary schedule will be the 22-23 schedule increased by the state-funded percentage inflationary adjustment made to the District's certificated instructional staff allocation for the contract year ("IPD"). The increases for 2022-23 and 2023-24 are contingent upon continuation of the 6% regionalization funding and the 4% for experienced staff.
 - b. Calculations will be available for review by the Association.

All salary schedules for all employees upon adoption shall become a part of this Agreement.

B. Placement on the Salary Schedule

1. All teachers and support personnel shall meet the current state certification requirements.
2. All teachers and support personnel shall be placed at the time of initial employment on the salary schedule according to the laws, rules and regulations developed for reporting on the S275 form or its state-wide equivalent in effect as of September 1, 2018.
3. Initial grade placement until receipt of official transcript - When initially employed, all employees without an official transcript will be placed at the grade and step supported by their application documents until official transcripts and experience verifications are received by the Personnel Office. Appropriate salary adjustments will be made when transcripts are received, provided they have been received within six (6) weeks of hire or by September 15, whichever is later. If official transcripts and experience verifications are not received within this timeline, the employee will be placed at the grade and step supported by the official documents which have been received within this timeline. This placement shall remain in effect for the entire year except that special extenuating circumstances may be appealed to the Superintendent.
4. Vocational Certificated Teachers Without College Degrees

Certification - All vocational teachers without college degrees must meet the current vocational certification requirements.

Grade and Step - The initial placement of a vocational education teacher without a college degree will be in accordance with the laws, rules, and regulations developed for reporting on the S275 form or its state-wide equivalent in effect as of September 1, 2018.

C. Advancement on the Salary Schedule

1. Grade and Step- Advancement in grade and step by certificated employees will be in accordance with A2 above.
2. Evidence of all credits or a written statement from the employee of the credits earned resulting in movement on the salary schedule must be submitted to the Personnel Office on or before September 15. In the event all requirements have been met, but for reasons beyond the employee's control an official transcript cannot reach the Personnel Office by September 15, an official statement by the registrar of the institution, or a term grade report, or a written statement from the employee of the credits earned, will be temporarily accepted in lieu of an official transcript.
3. Evidence of advancement by acquisition of a degree must be substantiated in the same way as credits are accounted for in C2 above.
4. If an official transcript verifying credits earned and/or the degree granted is unavailable by September 15 and the employee has submitted a written statement or term grade report prior to September 15, it shall be the employee's responsibility to provide an official transcript on/or before January 15. If employee fails to do so, a downward monthly prorated adjustment of salary will be made, except that special extenuating circumstances may be appealed to the Superintendent.
5. Grade and step advancement is determined for the year on/or before September 15. Experience gained or credits earned after this date must apply to the following year.

D. Workman's Compensation

The Employer agrees to insure all employees for unemployment compensation.

E. Salary Payment Schedules

1. Salary payment schedules for the 2022-23 and 2023-24 school years will be as follows:
 - a. One-twelfth (1/12) of the annual salary for the 2022-23 school year will be paid on September 30, October 31, November 30, December 30, January 31, February 28, March 31, April 28, May 31, June 30, July 31 and August 31.
 - b. One-twelfth (1/12) of the annual salary for the 2023-24 school year will be paid on September 29, October 31, November 30, December 29, January 31, February 29, March 29, April 30, May 31, June 28, July 31 and August 30.
2. Should an employee contract be terminated by mutual consent during the school year, the employee will receive full salary and insurance benefits which bear the same ratio to the whole salary and insurance benefits provided as the number of days of service performed by the employee bears to the total number of contractual days in the employee's work year as fixed by the Board of Directors.

F. Group Insurance

1. Effective January 1, 2020, the District has implemented the State's mandatory insurance program administered by the Washington Health Care Authority through the School Employees Benefits Board (SEBB). The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outlined below. For purposes of benefits provided under the SEBB, school year shall mean September through August, and shall also be referred to as the eligibility year.
2. Any employee who works, or is anticipated to work, 630 hours or more in a school year shall be eligible for full insurance coverage. The District shall contribute the full amount actually funded by the State for each eligible employee and each such employee shall pay the remaining balance for his or her coverage through a payroll deduction.
3. Benefit Termination: Any eligible employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the termination is effective. In cases where separation occurs after completion of full contract obligation (i.e. the end of the student school year in June) benefit coverage will continue until August 31, unless the employee resigns with an effective date in June or July.
4. All of the provisions of this Section XIII.F addressing SEBB shall be interpreted consistent with the rules, regulations and guidelines of SEBB.

G. Mileage

Mileage payment for authorized use of private car on District business will be at the maximum IRS allowance for tax purposes.

H. Professional Growth

1. The Professional Growth process is a cooperative effort between the supervisor and the employee aimed at individual professional development.
2. In the 2022-24 school years, the District shall make available to each employee \$325 (three hundred twenty five dollars) solely to support the employee's efforts toward goal(s) as outlined on the Professional Growth Plan (Appendix 4, Form A).
3. On September 1 of each school year, the District shall allocate PGO funds to each contracted, certificated staff member. These funds can accumulate from school year to school year in the following manner:
 - a. The new year's allocation shall be added to the balance remaining at August 31 of the prior school year but the total may not exceed the sum of the allocation for three years.
 - b. Any amount over the allowed accumulation shall be put into a pool for reallocation to current certificated staff. Staff will be made aware of the pooled amount on a yearly basis. Staff members wishing to access the pool shall make application for additional funds to a committee of administration and PTEA by letter of request.
 - c. The final amount, excluding pooling, available to any certificated staff member shall not exceed the sum of the previous two years and the current year's allocation
4. The District will share information regarding the Professional Growth provisions and procedures with all staff through conferences and/or staff meetings.
5. Before October 30, the supervisor will confer with each employee.
 - a. At this conference, the supervisor and the employee will develop goals and discuss use of funds. Employees participating in Comprehensive Evaluation will develop goal(s) mutually with their supervisors. These goals will be approved by the supervisor. Employees choosing to participate in Focused Evaluation will determine their goal(s) through dialogue with the supervisor.
 - b. At this conference, the evaluator and employee will date and initial the Professional Growth Verification (Appendix 4, Form C).
 - c. The Professional Growth Plan will be completed by October 30.
6. Between January 1 and March 1, the supervisor and employee shall confer to discuss progress toward the goals, to date and initial the Professional Growth Verification, and to update the Expenditures Record (Appendix 4, Form B).
7. After May 1, but before June 1, the supervisor and employee shall confer to discuss progress toward the goals, to date and initial the Professional Growth Verification, and to complete the Expenditures Record.

8. As needed, during the school year, the supervisor and employee will meet to discuss expenditures. Employees participating in Comprehensive Evaluation will develop expenditure plans mutually with their supervisors. These plans will be approved by the supervisor. Employees choosing to participate in Focused Evaluation will determine their expenditures through dialogue with their supervisors.
9. All expenditures of professional growth funds will be made through standard District procedures. The Expenditure record will be completed by June 1.

I. Beginning Educator Support Team Program

The Port Townsend School District and the Port Townsend Education Association agree on the following process for the selection of Beginning Educator Support Team (BEST) Mentors should the district receive grant funding from the OESD 114 BEST Grant Consortium based on hiring new to the profession of educators who have not served a full 180-day contract.

1. The district will decide which mentor model they can support based on staffing and assignments. The BEST grant allows for two types of mentoring: a release mentor and colleague mentors. A release mentor is an experienced teacher who is released from teaching or other responsibilities to allow dedicated time for mentoring. Maximum ratio for released mentors with no other responsibilities is 20 new teachers per one mentor. Released mentors are expected to observe each new teacher at least 8 times per year. Instructional coaches and TOSAs may be considered released mentors if their position designates. A colleague mentor is an experienced teacher who mentors in addition to or in place of their teaching responsibilities. Maximum ratio is two new teacher(s) at least quarterly. There is a difference in funding between the two types of mentors with the release mentor choice providing more funds for the grant assurances than the colleague mentor.

The district will inform the Association of what type of mentor model it can support and will work with the Association President to determine a process for choosing BEST mentor candidate(s). All BEST mentor candidates must be able to meet the grant assurance qualifications and agree to all of the activities outlined in the grant assurances.

J. Time, Responsibility and Incentive (TRI) Pay

1. The District and the Association agree and affirm the following:
 - a. the success of the Port Townsend School District is dependent upon hiring and retaining the highest quality teachers;
 - b. providing a quality education for students requires from teachers a commitment to the profession beyond the base contract, normal workday hours and school year;
 - c. State law allows additional compensation for additional time, additional responsibilities or incentives (TRI) in conformance with RCW28A.400.200(4);
 - d. the additional commitment required of Port Townsend's teachers cannot be accurately measured in hours or days; and
 - e. the time necessary to fulfill any one teacher's responsibilities will vary from that of another teacher as determined by the individual's own professional judgment.

The teacher-directed TRI days previously provided for in the 2016-18 collective bargaining agreement between the parties have been rolled into each employee's base contract salary. The professional responsibilities work formerly associated with this pay are now likewise considered rolled into the base contract expectations (professional pay for professional work) as part of the state's statutory program of basic education.

2. For the 2022-23 and 2023-24 school years, a total of four (4) District/Administration-directed TRI days will be available on a supplemental enrichment contract for district/administration-directed activities. These are in addition to the two non-student workdays included in the base contract work year beginning in the 2019-20 school year.
 3. Verification: Fulfillment of the above supplemental contract shall be verified by completion of the form(s) shown as Appendix 7. Said form is to be completed by the employee and turned in to their immediate supervisor no later than June 30. Employees who do not verify completion of the District/Building/Principal Directed hours shall have their compensation for these days reduced on a proportionate basis for each day (7.0 hours/day) not verified as worked. Employees on any unpaid leave of absence for these days shall have their pay reduced on a proportionate basis (their regular pay shall not be affected). Any overpayment shall be withheld from the August paycheck.
 4. Compensation: Compensation for these supplemental District/Administration-directed TRI days shall be in accordance with the individual's placement on the TRI schedules shown in Appendix 1, Professional Learning Days Table. Placement shall be the same as on the regular schedule. Part-time employees shall have their time and compensation pro-rated based on their full-time equivalency (FTE); employees who are hired late or terminated early will have their compensation prorated on the actual number of supplemental days worked.
2. Payment: Employees shall be paid on an equal monthly basis beginning with the September pay period and continuing through August 31.

K. Represented Substitutes

1. Substitutes who have been employed twenty (20) consecutive days in one assignment shall be paid at a per diem rate based upon their appropriate placement on the salary schedule, effective on the twenty-first day of employment in the assignment.
2. Substitutes who have been employed for thirty (30) days in a twelve month period shall be paid at a daily rate equal to 65% of the per diem rate of the salary schedule base, effective on the 31st day of employment.

L. VEBA

The District has adopted the VEBA Sick Leave Conversion Medical Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and agrees to make contributions to the Plan on behalf of all employees in the group who are eligible to participate in the Plan by reason of having excess sick leave conversion rights. Contributions on behalf of each eligible employee shall be based on the conversion value of sick leave credits to the account of such employee available for contribution on an annual basis and at retirement in accordance with the statute. It is understood that all eligible employees will be required to sign and submit to the District a hold harmless agreement complying with the statute. If an eligible employee fails to sign and submit such agreement to the District he/she will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave which in the absence of this agreement would accrue to such employee during the term hereof shall be forfeited together with all cash-conversion rights that pertain to such excess sick leave.

1. Retirement Sick Leave Conversion
 - a. For purpose of retirement contributions to the Plan, all employees covered by this agreement who retire during the term hereof shall be eligible, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of this agreement.
2. Annual Sick Leave Conversion
 - a. Eligibility for participation on an annual basis is limited to employees who have accumulated 180 days of unused sick leave. To be eligible during the term of this agreement, an employee must have accumulated at least 180 days of unused sick leave as of the effective date of this agreement.
3. Separation of Service Conversion
 - a. Eligibility for participation at separation of service shall apply to the following employees: Retirement Plan II members who are age 55 and over with at least 15 years of service credit. Plan III members who are age 55 and over with at least 10 years of service credit.
 - b. The parties agree that the plan shall cover Retirement, Annual, and Separation Sick Leave Conversion Benefits.
4. The term of this agreement shall be updated annually.

M. National Boards

For so long as the state continues to provide funding for the National Boards, Port Townsend School District will provide support for the National Boards in the following manner:

- a. Provide reimbursement for half of the National Board fees to teachers including the cost of registration for Components 1-4, Jumpstart, Homestretch and Foundations training;
- b. Provide three release days for teachers will substitutes in order to complete the required candidacy work
- c. District resources are available for staff to use as they complete requirements of the portfolio;
- d. Provide reimbursement for tuition for one cohort class as part of the teacher's plan of professional development. Currently, the cohort class tuition is billed in four parts, one for each component.
- e. Allow each teacher to use their own Professional Growth funds toward National Board costs.
- f. Provide for the flow through of all of the state appropriations designated for the compensation of those certificated employees who have received National Board for Professional Teaching Standards (NBPTS) Certification. Employees who achieve National Board for Professional Teaching Standards Certification shall receive the stipend as authorized and funded by the State. The stipend will be paid through a supplemental contract annually.
- g. The District will file the free and reduced lunch information by the State mandated timeline, which is required for district to receive NB stipends from the state.

ARTICLE XIV -- SCOPE OF AGREEMENT

A. Savings Clause

1. If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal the remainder of the Agreement shall not be affected hereby, and upon the request of either the Board or the Association the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.
2. The Association will hold the District harmless from dues collected, payment made or benefits granted to the Association contrary to law.

B. Printing/Distribution

1. Within thirty (30) days following the ratification and signing of this Agreement by the parties, the District shall post the Association-approved copy on the District web-site.
2. The District shall make the initial copy of the Agreement. The style, and format of the Agreement shall be agreed upon between the Employer and the Association.
3. All employees new to the District shall be directed to the District website for the posted copy of the Agreement by the Employer upon issuance of their individual contract and such Agreement shall be available for examination to all applicants for employee positions.

C. Contract Administration

1. The Association President or his/her designee and two (2) or more of the building representatives shall meet with the Superintendent or his/her designee on a monthly basis during the school year to review and discuss current school problems and practices and the administration of this contract. At the discretion of either party, additional meetings may be scheduled. If it is mutually agreed that the monthly meeting need not be held, it may be canceled.

ARTICLE XV -- NO STRIKE/NO LOCKOUT

- A. The Association and the members of the bargaining unit agree there shall be no strike, work stoppage or slow down for the duration of this Agreement.
- B. In exchange for the promise provided in paragraph A above, the Employer agrees that the Employer shall not lock-out the members of the bargaining unit for the duration of this Agreement.
- C. In the event the Association elects to participate in a WEA state-wide concerted action during the term of this Agreement, the Association agrees that:
 1. The Superintendent will be informed at the time that the Association is informed.
 2. The minimum time must be at least twenty-four (24) hours prior to the beginning of the affected school day.
 3. Days will be made up in accordance with make-up day policy on calendar.
 4. There will be no more than two (2) such days of concerted action during any one year.

ARTICLE XVI -- GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is an alleged misinterpretation of, misapplication of, or deviation from, the terms and/or provisions of this Agreement by the Employer.
2. Every effort shall be made to settle a grievance at the lowest possible level of the grievance procedure.
3. A grievant shall mean an individual, a group of individuals and/or the Association.
4. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration.
5. For the purpose of processing grievances, the Association representatives shall not be harassed or discriminated against because of their participation in these proceedings. When such proceedings are scheduled during working hours, the Association representative will suffer no loss in pay.
6. Accelerated Grievance - Any Association grievance that impacts multiple supervisors and/or more than one building, class action grievances and grievances involving the evaluation procedures will be lodged at Step II of this procedure.

B. Procedure for Processing Grievances

1. Step I

- a. The grievant and the Association representative or the Association may, orally, present a grievance to the immediate supervisor. If the grievance is not settled orally, the grievance shall be presented in writing to the immediate supervisor within twenty (20) working days after the occurrence of the grievance or within twenty (20) working days from the time the grievant or the Association should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.
- b. The "Statement of Grievance" (Appendix 5) shall name the grievant(s) involved, the facts giving rise to the grievance, provision or provisions of the Agreement alleged to be violated, and the remedy (specific relief) requested.
- c. The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s), Association representative and the Superintendent. The immediate supervisor shall answer the grievance in writing within ten (10) working days. The answer shall include a written decision, incorporating the reasons upon which the decision was based and a copy shall be given to the grievant(s), and/or Association representative and the Superintendent.

2. Step II

- a. If no satisfactory settlement is reached at Step I, the grievance may be appealed to Step II, Superintendent, or his/her designated representative, within ten (10) working days of receipt of the decision rendered in Step I.

- b. The Superintendent or his/her/their designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within ten (10) working days of the receipt of the Step II appeal. The purpose of this meeting shall be to affect a resolution of the grievance.
- c. The Superintendent or his/her designated representative shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant(s), and/or Association representative within ten (10) working days from the conclusion of the meeting. The decision rendered at Step II shall be considered the final decision of the Employer.

3. Step III

- a. If the Association is not satisfied with the disposition of the grievance at Step 2, or if no written decision has been received from the District within the time limits prescribed in Step 2, then the grievance may be referred to mediation at the option of the Association.
 - (1) The District and the Association must mutually agree to submit a grievance to mediation. The Association must notify the District in writing within five (5) working days of the conclusion of Step 2 of the Association's desire to refer the grievance to mediation. The District shall respond to the Association whether or not the District agrees to the mediation of the grievance no later than two (2) working days after receipt of the Association's written request.
 - (2) Within five (5) working days following the agreement of the District and the Association to mediate the grievance, the Association shall so notify Mediation Research and Education Project, Inc. (MREP). MREP shall schedule a mediation conference at the earliest possible date. Mediation conferences will take place at a mutually convenient location and time.
 - (3) There shall be one (1) person from each party designated as spokesperson for that party at the mediation conference.
 - (4) The mediator will have the authority to meet separately with either party but will not have the authority to compel the resolution of a grievance.
 - (5) The presentation of facts and considerations shall not be limited to those presented at Step 2 of the grievance procedure. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules. No transcript or record of the mediation conference shall be made. The mediator shall attempt to assure that all necessary facts and considerations are revealed to him/her/they.
 - (6) Written material presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference, except that the mediator may retain one (1) copy of the written grievance to be used solely for the purposes of statistical analysis.
 - (7) The fees and expenses of the mediator and the Administrative Office shall be shared equally by the parties.

(8) The parties agree upon the following Rules for Mediation:

- (a) Notification of the intent to mediate a grievance should be made to the Mediation Research and Education Project, Inc. (MREP).
- (b) The MREP will schedule a mediation conference as soon as possible upon receipt of notification of a grievance or grievances to be mediated.
- (c) The MREP will appoint a mediator from a panel consisting of neutrals formally trained in the process of grievance mediation.
- (d) The MREP will notify the mediator of his/her/their appointment and determine his/her willingness and ability to serve.

4. Step IV

- a. If no satisfactory settlement is reached at Step II or at Step III the Association, within ten (10) working days of the receipt of the Step II decision or within ten (10) working days of the conclusion of the mediation process in Step III, may appeal the final decision of the Employer at Step II to the American Arbitration Association for arbitration under the voluntary rules. Any grievance arising out of or relating to the interpretation or application of the terms and/or provisions of this Agreement may be submitted to arbitration unless specifically and expressly excluded within this Article.
- b. If feasible, the arbitrator shall hold a hearing within twenty (20) working days of his appointment. Ten (10) working days' notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue his decision within twenty (20) working days from the date final written briefs have been submitted or if revised by both parties, twenty (20) working days after the completion of the hearing.
- c. The arbitrator's decision will be in writing and will set forth his/her/their findings of fact, reasoning, and conclusions on the issues submitted to him/her/they. The decision of the arbitrator shall be final and binding upon the Employer, the Association and the grievant(s).
- d. Powers of the Arbitrator

It shall be the function of the arbitrator, and he/she/they shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- (1) He/she/they shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- (2) He/she shall have no power or authority to rule on any of the following:
 - (a) The termination of services of or failure to re-employ any provisional employee.

- (b) The termination of services of or failure to re-employ any employee to a position on the supplemental salary schedule.
 - (c) Any matter involving employee evaluation except procedural matters. It is understood that application of the evaluation criteria and the performance rating are not grievable matters.
 - (d) Any matter involving employee probation procedures, discharge, non-renewal or reduction-in-force.
- (3) The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator.
- (4) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law.
- (5) Petition by either party to a court of competent jurisdiction, on any arbitration decision or award shall be limited to:
- (a) The arbitrator exceeded the jurisdiction or authority under this Agreement.
 - (b) The arbitrator's decision is based on an error of law.

C. Time Limits

1. Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.
2. Failure on the part of the Employer at any step of this procedure to communicate the decision on a grievance within the specific time limit shall permit the Association to lodge an appeal at the next step of this procedure.
3. Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the Employer's answer at the previous step.

D. Accelerated Grievance Filing

1. Any or all of the initial steps of the grievance procedures may be waived with the written consent of the Employer and the grievant(s).

E. Reprisals

1. No reprisal of any kind will be taken by the Employer against any employee because of his/her participation in any grievance.

F. Costs

1. The fees and expenses of the mediator and/or arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

1. Any or all of the initial steps of the grievance procedures may be waived with the written consent of the Employer and the grievant(s).

E. Reprisals

1. No reprisal of any kind will be taken by the Employer against any employee because of his/her participation in any grievance.

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1. The fees and expenses of the mediator and/or arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

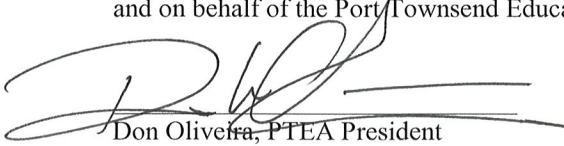
ARTICLE XVII – DURATION AND REOPENER

This agreement shall remain in full force and effect from September 1, 2020~~2~~ through August 31, 202~~2~~4.

The parties agree that either party may re-open this agreement during its term to negotiate impacts caused by changes to state funding during its term. If the Agreement is re-opened for changes, the parties agree that the duration clause may also be re-negotiated during those negotiations.

ATTEST

Executed this 21st day of July 2022 at Port Townsend, Washington, by the undersigned officers by the authority of and on behalf of the Port/Townsend Education Association and Port Townsend School District No. 50.

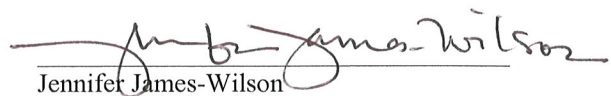

Don Oliveira, PTEA President

Absent

Nathanael O'Hara, Board Chair



Doug Ross, Board Vice-Chair



Jennifer James-Wilson

Absent

Jeff Taylor



John Nowak

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Port Townsend School District No. 50

APPENDIX 1
2022-2023 SALARY SCHEDULES

Includes a 9.4% increase in year one across the categories. This is tapered slightly towards the bottom for years of experience to allow more growth for new teachers

Step	BA	BA+15	BA+30	BA+45	BA+90/MA	MA+45	MA+90/PHD
0	53,518	56,034	58,667	61,425	64,312	67,334	70,499
1	54,899	57,463	60,163	62,991	65,952	69,051	72,297
2	56,316	58,928	61,698	64,597	67,633	70,812	74,140
3	57,769	60,431	63,271	66,245	69,358	72,618	76,031
4	59,259	61,972	64,884	67,934	71,127	74,470	77,970
5	60,788	63,552	66,539	69,666	72,941	76,369	79,958
6	62,356	65,173	68,236	71,443	74,800	78,316	81,997
7	63,965	66,834	69,976	73,264	76,708	80,313	84,088
8	65,615	68,539	71,760	75,133	78,664	82,361	86,232
9		70,286	73,590	77,049	80,670	84,461	88,431
10			75,466	79,013	82,727	86,615	90,686
11				81,028	84,837	88,824	92,999
12				83,094	87,000	91,089	95,370
13					89,218	93,412	97,802
14					91,493	95,794	100,296
15					93,826	98,236	102,853
16-19					96,219	100,741	105,476
20 +					98,673	103,310	108,166

PTSD / PTEA Collective Bargaining Agreement 2022-23 to 2023-24
2023-2024 Salary Schedule

IPD (presumed to be 2%)

Step	BA	BA+15	BA+30	BA+45	BA+90/MA	MA+45	MA+90/PHD
0	54,588	57,154	59,840	62,653	65,597	68,681	71,908
1	55,997	58,611	61,366	64,250	67,270	70,432	73,742
2	57,441	60,106	62,931	65,889	68,986	72,228	75,623
3	58,923	61,639	64,536	67,569	70,745	74,070	77,551
4	60,444	63,211	66,181	69,292	72,549	75,958	79,529
5	62,003	64,822	67,869	71,059	74,399	77,895	81,556
6	63,603	66,475	69,600	72,871	76,296	79,882	83,636
7	65,244	68,170	71,374	74,729	78,241	81,919	85,769
8	66,927	69,909	73,195	76,635	80,237	84,008	87,956
9		71,692	75,061	78,589	82,283	86,150	90,199
10			76,975	80,593	84,381	88,347	92,499
11				82,648	86,532	90,599	94,858
12				84,756	88,739	92,910	97,277
13					91,002	95,279	99,757
14					93,322	97,709	102,301
15					95,702	100,200	104,910
16-19					98,143	102,755	107,585
20 +					100,645	105,376	110,328

APPENDIX 2
 SUPPLEMENTAL SALARY SCHEDULES

Schedule A: Extracurricular/Co-curricular Activities

Directors/Coordinators	Index
High School Athletic Director	0.150
High School Student Activities/ASB Advisor	0.150
Band	0.150
Orchestra	0.080
Middle School Athletic Director	0.075
Middle School ASB Advisor	0.075
OCEAN/Online School ASB Advisor	0.045
Elementary School ASB Advisor	0.030
 Program Advisors	
High School Yearbook	0.090
Middle School Yearbook	0.045
High School Theater Productions	0.075
Knowledge Bowl	0.045
Mock Trial	0.060

Distribution of Supplemental Funds for Music

If music assignments are made on the basis that one certificated teacher directs any of the three music programs, then that teacher will be paid the total corresponding stipend. If the programs are assigned to more than one teacher, then the stipend for the program shall be distributed as follows:

	Band and Orchestra
High School Program	50%
Middle School Program	25%
Intermediated Program	15%
Primary Program	10%

If there is not a program at the primary or intermediate level then the stipend at that level should be equally distributed between the other levels.

If a Saturday School session is canceled on Saturday due to student nonattendance, the employee will be reimbursed at 1/3 of the Saturday School rate (.0032).

Supplemental Resources For Site Based Representation

The goal of Site Based Representation is to involve teachers in building-wide decisions that affect the operations of the building: Provided that, SBR shall not replace the responsibility of the Principal to make final decisions regarding building operations; and provided that, SBR shall not replace collective bargaining agreement provisions or the right of the PTEA to negotiate working conditions for its members under state law unless there is a Memorandum of Understanding signed by the Association that waives those rights on a case-by-case basis.

1. The school district will fund 18 positions for certificated staff site-based representation using a factor of .03 times the base (plus benefits).
2. The funds will be allocated to each building based on the proportion of the total district certificated staff assigned to each building as per the teacher FTE assignments. The preliminary ratio will be determined on May 15 of the previous school year. The district will inform each site of their final ratio of the total certificated staff by October 7, and the site will submit a distribution plan to the business office by November 1. The Superintendent, in consultation with the PTEA President, shall resolve any questions or concerns regarding the location of a staff member for the purposes of distribution.
3. Each building's certificated staff will decide how the money shall be allocated to their certificated staff for the purposes of site based representation. The initial amount of money calculated for each building will be .03 times the base times their staffing allocation ratio plus benefits.

(Certificated staffing factor x .03 x base x employee benefits)

4. If a building chooses to add a position beyond those that are fully funded, the supplementary salary and benefits will be paid from the building budget.

Middle School/High School Counselors and High School Athletic Director

A supplemental contract for eight (8) additional summer days at per diem rate will be issued to the Middle School Counselor and the High School Athletic Director. A supplemental contract for twelve (12) additional summer days at per diem rate will be issued to High School Counselors. The additional four (4) days at the high school level are specific to the responsibilities of:

- annual evaluation of credits for enrolled students;
- annual credit status reporting and transcript mailing to enrolled students;
- completion of college admissions paperwork for graduates; and
- annual review of High School and Beyond Plan/Personal Pathways for enrolled students.

Port Townsend School District No. 50

APPENDIX 3

Evaluation Criteria for Certificated Support Personnel

1. Evaluation Criteria - Certificated Support Personnel (See Appendix 8, Letter of Agreement). The following criteria will be used in the evaluation of certificated support personnel:
 - a. Knowledge and Scholarship in Special Fields - The employee demonstrates a depth and breadth of knowledge of theory and content in a special field; the employee demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate an area of specialty into the total school milieu by:
 - (1) Providing a theoretical rationale for the employee's individual use of various procedures;
 - (2) Demonstrating understanding of the basic principles of human growth and development;
 - (3) Demonstrating awareness of personal and professional limitations and the ability and knowledge to make appropriate referrals;
 - (4) Relating and applying knowledge, research findings and theory deriving from the employee's discipline to the development of a program of services.
 - b. Specialized Skills - The employee demonstrates competency (skill and knowledge) in designing and conducting specialized programs of prevention, instruction, remediation and/or evaluation by:
 - (1) Designing and conducting a program providing specific and unique services within the employee discipline;
 - (2) Demonstrating ability to synthesize and integrate evaluation data concerning the student.
 - (3) Administering assessment procedures appropriate to the employee field or organizing for and preparing those who will administer the assessment procedure to integrate specialized information into regular or specialized curricular programs
 - (4) Developing goals and objectives which will facilitate the implementation of programs and service;
 - c. Management of Special and Technical Environment - The employee demonstrates competency in managing and organizing the special materials, equipment and environment essential to the specialized program by:

- (1) Selecting or recommending evaluative devices, materials, and/or equipment appropriate to student needs;
 - (2) Demonstrating the use of and an understanding of the limitations and restrictions of devices, materials, and procedures;
 - (3) Using comparative and interpretive data based on student needs;
 - (4) Providing an environment which protects student and family right to privacy, as mandated by federal and state regulations, and District policies.
- d. The Employee as a Professional - The employee demonstrates awareness of his/her limitations and strengths and attempts to improve and enhance competency by:
- (1) Demonstrating awareness of the law related to the area of specialization;
 - (2) Demonstrating commitment to professional activities (attendance at local and state meetings, consortium activities, participation on special committees, etc.);
 - (3) Demonstrating commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study.
- e. Involvement in Assisting Pupils, Parents, and Educational Personnel - The employee demonstrates competency in offering specialized assistance and initiative in identifying those needing specialized programs by:
- (1) Consulting with other certificated support personnel, school personnel and parents concerning the identification of those needing specialized programs.
 - (2) Consulting with other certificated support personnel, school personnel, and parents concerning the development, provision, coordination, and/or extension of services to those needing specialized programs.
 - (3) Planning and developing programs to meet the developmental needs of the school population and the special needs of some students.
 - (4) Interpreting characteristics and needs of students to parents, staff, and community in group and individual settings via oral and written communications

Port Townsend School District No. 50
APPENDIX 3: EVALUATION FORMS

**A. Summative Evaluation, Certificated Support Personnel
Observation Form**

Name: _____ Date: _____ Time: _____
School: _____ Assignment: _____

1. Knowledge and scholarship in special fields: S/U*
Comments: _____

2. Specialized Skills: _____
Comments _____

3. Management of special and technical environment: _____
Comments: _____

4. The employee as a professional: _____
Comments: _____

5. Involvement in assisting pupils, parents, and educational personnel: _____
Comments: _____

Evaluator Signature

Date

Employee Signature

Date

(Employee signature indicates that employee has seen this report and does not necessarily indicate agreement with its content.)

Copies: Employee, Evaluator retains copy for duration of school year

*S/U = Satisfactory/Unsatisfactory

Port Townsend School District No. 50
APPENDIX 3: EVALUATION FORMS

**B. Summative Evaluation, Certificated Support Personnel
Final Report**

Name: _____ Date: _____
School: _____ Assignment _____
Date of Beginning of the Year Conference: _____
Dates of Observations: _____

S/U*

1. Knowledge and scholarship in special fields: _____
Comments: _____

2. Specialized skills: _____
Comments: _____

3. Management of special and technical environment: _____
Comments: _____

4. The employee as a professional: _____
Comments: _____

5. Involvement in assisting pupils, parents, and educational personnel: _____
Comments: _____

It is my judgment, based on adopted criteria, that this employee's overall performance has been Satisfactory/Unsatisfactory during the evaluation period.

Evaluator Signature

Date

Employee Signature

Date

(Employee signature indicates that employee has seen this report and does not necessarily indicate agreement with its content.)

Copies: Employee, Personnel file, Evaluator

*S/U = Satisfactory/Unsatisfactory

APPENDIX 3: EVALUATION FORMS

C. Summative Review Report-Certificated Support Personnel

Name:

School:

Assignment:

Date of Summative Review Pre-Conference: _____

Date and time of Observation: _____

Date of Summative Review Report Conference _____

S/U*

1. Knowledge and scholarship in special fields

Comments:

2. Specialized skills:

Comments:

3. Management of special and technical environment:

Comments:

4. The employee as a professional:

Comments:

5. Involvement in assisting pupils, parents and educational personnel:

Comments:

Evaluator Signature

Date

Employee Signature

Date

(Employee signature indicates that employee has seen this report and does not necessarily indicate agreement with its content.)

Copies: Employee, Evaluator retains copy for duration of school year.

*S/U = Satisfactory/Unsatisfactory
PORT TOWNSEND SCHOOL DISTRICT

Certificated Teacher Comprehensive Summative Scoring Document
 Framework: UW-CEL 5D+, Version 3

Teacher: _____ School: _____ Evaluator: _____ Date: _____ Date: _____	Grade or Subject: _____ School Year: _____	Unsatisfactory	Basic	Proficient	Distinguished
Criteria 1: Centering instruction on high expectations for student achievement		1	2	3	4
P1 : Connection to standards, broader purpose and transferable skill					
P4: Communication of learning target(s)					
P5: Success criteria and performance task(s)					
SE3: Work of high cognitive demand					
CEC3: Discussion, collaboration and accountability					
Enter the criterion score to the right.		Criterion Score			

Criterion 2: Demonstrating effective teaching practices	1	2	3	4	
SE1: Quality of questioning					
SE5: Expectation, support & opportunity for participation & meaning making					
SE6: Substance of student talk					
CP6: Scaffolds the task					
CP7: Gradual release of responsibility					
Enter the criterion score to the right.		Criterion Score			

Teacher: _____ Date: _____

Unsatisfactory	Basic	Proficient	Distinguished
----------------	-------	------------	---------------

Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs		1	2	3	4
P3: Teaching point(s) are based on students' learning needs					
SE2: Ownership of learning					
SE4: Strategies that capitalize on learning needs of students					
CP5: Differentiated instruction					
A6: Teacher use of formative assessment data					
Student Growth Criteria 3: Recognizing individual student learning needs and developing strategies to address those needs.	3.1: Establish Student Growth Goal(s)				
	3.2: Achievement of Student Growth Goal(s)				
Enter the criterion score to the right.		Criterion Score			

Criterion 4: Providing clear and intentional focus on subject matter content and curriculum		1	2	3	4
P2: Connection to previous and future lessons					
CP1: Alignment of instructional materials and tasks					
CP2: Discipline-specific conceptual understanding					
CP3: Pedagogical content knowledge					
CP4: Teacher knowledge of content					
Enter the criterion score to the right.		Criterion Score			

Teacher: _____ Date: _____

	Unsatisfactory	Basic	Proficient	Distinguished
Criterion 5: Fostering and managing a safe, positive learning environment	1	2	3	4
CEC1: Arrangement of classroom				
CEC2: Accessibility and use of materials				
CEC4: Use of learning time				
CEC5: Managing student behavior				
CEC6: Student status				
CEC7: Norms for learning				
Enter the criterion score to the right.	Criterion Score			

	1	2	3	4
Criterion 6: Using multiple student data elements to modify instruction and improve student learning				
A1: Self assessment of learning connected to the success criteria				
A2: Demonstration of learning				
A3: Formative assessment opportunities				
A4: Collection systems for formative assessment data				
A5: Student use of assessment data				
Student Growth Criteria 6: Using multiple student data elements to modify instruction and improve student learning. (Student Growth Cycle)	6.1: Establish Student Growth Goal(s)			
	6.2: Achievement of Student Growth Goal(s)			
Enter the criterion score to the right.	Criterion Score			

		Unsatisfactory	Basic	Proficient	Distinguished
Teacher: _____	Date: _____				
Criterion 7: Communicating and collaborating with parents and the school community		1	2	3	4
PCC3: Parents and guardians					
PCC4: Communication within the school community about student progress					
Enter the criterion score to the right.		Criterion Score			

		1	2	3	4
Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning					
PCC1: Collaboration with peers and administrators to improve student learning					
PCC2: Professional and collegial relationships					
PCC5: Supports school, district, and state curriculum, policy and initiatives					
PCC6: Ethics and advocacy					
Student Growth Criteria 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning	8.1: Establish Team Student Growth Goal(s)				
Enter the criterion score to the right.		Criterion Score			

Scoring

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

Student Growth Rubric Rating

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

Any student growth score of “1” will result in an inquiry.

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

Final Summative Rating

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

Preliminary Summative Rating	Unsatisfactory	Basic	Proficient	Distinguished
Student Growth Rating	Low	Average	High	

Describe any preponderance of evidence that affected the Final Summative Rating:

NOTE: A *Distinguished* preliminary summative rating with a **LOW** student growth score will result in a final summative rating of *Proficient*. This is the only time a summative evaluation rating will change.

Final Summative Evaluation Rating	Unsatisfactory	Basic	Proficient	Distinguished
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Evaluator Comments:

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

Evaluator Signature: _____ **Date:** _____

Employee Signature: _____ **Date:** _____

Explanation of Student Growth Inquiry Process

WAC 392-191A-100

Minimum procedural standards—Conduct of a student growth inquiry.

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

- Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, school district and state-based tools and practices;
- Examine extenuating circumstances which may include one or more of the following: Goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;
- Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;
- Create and implement a professional development plan to address student growth areas.

[Statutory Authority: RCW [28A.405.100](#). WSR 13-05-009, § 392-191A-100, filed 2/7/13, effective 3/10/13.]

Port Townsend School District
Certificated Teacher Focused Summative Scoring Document
Criterion 1: UW-CEL 5D+

Teacher: _____ Grade/Subject: _____

District/School: _____ School Year: _____

Evaluator: _____ Date: _____

Criteria 1: Centering instruction on high expectations for student achievement

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

Continued on Back

Final Summative Rating

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

1	2	3	4
Unsatisfactory	Basic	Proficient	Distinguished

Describe any preponderance of evidence that affected the Final Summative Rating:

Growth Inquiry: Any student growth scores of "1" will result in an inquiry. (WAC 392-191A-100)	Student Growth Inquiry Needed?	
	YES	NO

Evaluator Comments:

Planning for Next Evaluation Cycle:

_____ **Participation in Comprehensive Evaluation Cycle**

_____ **Participation in Focused Evaluation, Criteria** _____

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

Evaluator Signature: _____ **Date:** _____

Employee Signature: _____ **Date:** _____

Port Townsend School District
Certificated Teacher Focused Summative Scoring Document
Criterion 2: UW-CEL 5D+

Teacher: _____ Grade/Subject: _____

District/School: _____ School Year: _____

Evaluator: _____ Date: _____

Criterion 2: Demonstrating effective teaching practices

		Unsatisfactory	Basic	Proficient	Distinguished
		1	2	3	4
SE1: Quality of questioning					
SE5: Expectation, support & opportunity for participation & meaning making					
SE6: Substance of student talk					
CP6: Scaffolds the task					
CP7: Gradual release of responsibility					
Student Growth: Use EITHER 3 or 6; do not use both.					
Student Growth Criteria 3: Recognizing individual student learning needs and developing strategies to address those needs.	3.1: Establish Student Growth Goal(s)				
	3.2: Achievement of Student Growth Goal(s)				
Student Growth Criteria 6: Using multiple student data elements to modify instruction and improve student learning. (Student Growth Cycle)	6.1 Establish Student Growth Goal(s)				
	6.2: Achievement of Student Growth Goal(s)				
Any student growth score of "1" will result in an inquiry. (WAC 392-191A-100)					
Enter the criterion score to the right.		Criterion Score			

Continued on Back

Final Summative Rating

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

1	2	3	4
Unsatisfactory	Basic	Proficient	Distinguished

Describe any preponderance of evidence that affected the Final Summative Rating:

Growth Inquiry: Any student growth scores of "1" will result in an inquiry. (WAC 392-191A-100)	Student Growth Inquiry Needed?	
	YES	NO

Evaluator Comments:

Planning for Next Evaluation Cycle:

- Participation in Comprehensive Evaluation Cycle
- Participation in Focused Evaluation, Criteria _____

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

Evaluator Signature: _____ **Date:** _____

Employee Signature: _____ **Date:** _____

Port Townsend School District
Certificated Teacher Focused Summative Scoring Document
Criterion 3: UW-CEL 5D+

Teacher: _____ Grade/Subject: _____

District/School: _____ School Year: _____

Evaluator: _____ Date: _____

Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs

		Unsatisfactory	Basic	Proficient	Distinguished
		1	2	3	4
P3: Teaching point(s) are based on students' learning needs					
SE2: Ownership of learning					
SE4: Strategies that capitalize on learning needs of students					
CP5: Differentiated instruction					
A6: Teacher use of formative assessment data					
Student Growth Criteria 3: Recognizing individual student learning needs and developing strategies to address those needs.	3.1: Establish Student Growth Goal(s)				
	3.2: Achievement of Student Growth Goal(s)				
Any student growth score of "1" will result in an inquiry. (WAC 392-191A-100)					
Enter the criterion score to the right.		Criterion Score			

Continued on Back

Final Summative Rating

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

1	2	3	4
Unsatisfactory	Basic	Proficient	Distinguished

Describe any preponderance of evidence that affected the Final Summative Rating:

Growth Inquiry: Any student growth scores of "1" will result in an inquiry. (WAC 392-191A-100)	Student Growth Inquiry Needed?	
	YES	NO

Evaluator Comments:

Planning for Next Evaluation Cycle:

_____ Participation in Comprehensive Evaluation Cycle

_____ Participation in Focused Evaluation, Criteria _____

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

Evaluator Signature: _____ **Date:** _____

Employee Signature: _____ **Date:** _____

Port Townsend School District
Certificated Teacher Focused Summative Scoring Document
Criterion 4: UW-CEL 5D+

Teacher: _____ Grade/Subject: _____

District/School: _____ School Year: _____

Evaluator: _____ Date: _____

Criterion 4: Providing clear and intentional focus on subject matter content and curriculum

		Unsatisfactory	Basic	Proficient	Distinguished
		1	2	3	4
P2: Connection to previous and future lessons					
CP1: Alignment of instructional materials and tasks					
CP2: Discipline-specific conceptual understanding					
CP3: Pedagogical content knowledge					
CP4: Teacher knowledge of content					
Student Growth: Use EITHER 3 or 6; do not use both.					
Student Growth Criteria 3: Recognizing individual student learning needs and developing strategies to address those needs.	3.1: Establish Student Growth Goal(s)				
	3.2: Achievement of Student Growth Goal(s)				
Student Growth Criteria 6: Using multiple student data elements to modify instruction and improve student learning. (Student Growth Cycle)	6.1 Establish Student Growth Goal(s)				
	6.2: Achievement of Student Growth Goal(s)				
Any student growth score of "1" will result in an inquiry. (WAC 392-191A-100)					
Enter the criterion score to the right.					Criterion Score

Final Summative Rating

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

1	2	3	4
Unsatisfactory	Basic	Proficient	Distinguished

Describe any preponderance of evidence that affected the Final Summative Rating:

Growth Inquiry: Any student growth scores of "1" will result in an inquiry. (WAC 392-191A-100)	Student Growth Inquiry Needed?	
	YES	NO

Evaluator Comments:

Planning for Next Evaluation Cycle:

_____ Participation in Comprehensive Evaluation Cycle

_____ Participation in Focused Evaluation, Criteria _____

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

Evaluator Signature: _____ **Date:** _____

Employee Signature: _____ **Date:** _____

Port Townsend School District
Certificated Teacher Focused Summative Scoring Document
Criterion 5: UW-CEL 5D+

Teacher: _____ Grade/Subject: _____

District/School: _____ School Year: _____

Evaluator: _____ Date: _____

Criterion 5: Fostering and managing a safe, positive learning environment

		Unsatisfactory	Basic	Proficient	Distinguished
		1	2	3	4
CEC1: Arrangement of classroom					
CEC2: Accessibility and use of materials					
CEC4: Use of learning time					
CEC5: Managing student behavior					
CEC6: Student status					
CEC7: Norms for learning					
Student Growth: Use EITHER 3 or 6; do not use both.					
Student Growth Criteria 3: Recognizing individual student learning needs and developing strategies to address those needs.	3.1: Establish Student Growth Goal(s)				
	3.2: Achievement of Student Growth Goal(s)				
Student Growth Criteria 6: Using multiple student data elements to modify instruction and improve student learning. (Student Growth Cycle)	6.1 Establish Student Growth Goal(s)				
	6.2: Achievement of Student Growth Goal(s)				
Any student growth score of "1" will result in an inquiry. (WAC 392-191A-100)					
Enter the criterion score to the right.		Criterion Score			

Final Summative Rating

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

1	2	3	4
Unsatisfactory	Basic	Proficient	Distinguished

Describe any preponderance of evidence that affected the Final Summative Rating:

Growth Inquiry: Any student growth scores of "1" will result in an inquiry. (WAC 392-191A-100)	Student Growth Inquiry Needed?	
	YES	NO

Evaluator Comments:

Planning for Next Evaluation Cycle:

_____ **Participation in Comprehensive Evaluation Cycle**

_____ **Participation in Focused Evaluation, Criteria** _____

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

Evaluator Signature: _____ **Date:** _____

Employee Signature: _____ **Date:** _____

Port Townsend School District
Certificated Teacher Focused Summative Scoring Document
Criterion 6: UW-CEL 5D+

Teacher: _____ Grade/Subject: _____

District/School: _____ School Year: _____

Evaluator: _____ Date: _____

Criterion 6: Using multiple student data elements to modify instruction and improve student learning

		Unsatisfactory	Basic	Proficient	Distinguished
		1	2	3	4
A1: Self assessment of learning connected to the success criteria					
A2: Demonstration of learning					
A3: Formative assessment opportunities					
A4: Collection systems for formative assessment data					
A5: Student use of assessment data					
Student Growth Criteria 6: Using multiple student data elements to modify instruction and improve student learning. (Student Growth Cycle)	6.1: Establish Student Growth Goal(s)				
	6.2: Achievement of Student Growth Goal(s)				
Any student growth score of "1" will result in an inquiry. (WAC 392-191A-100)					
Enter the criterion score to the right.		Criterion Score			

Continued on Back

Final Summative Rating

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

1	2	3	4
Unsatisfactory	Basic	Proficient	Distinguished

Describe any preponderance of evidence that affected the Final Summative Rating:

Growth Inquiry: Any student growth scores of "1" will result in an inquiry. (WAC 392-191A-100)	Student Growth Inquiry Needed?	
	YES	NO

Evaluator Comments:

Planning for Next Evaluation Cycle:

- ___ Participation in Comprehensive Evaluation Cycle
- ___ Participation in Focused Evaluation, Criteria _____

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

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

Port Townsend School District
Certificated Teacher Focused Summative Scoring Document
Criterion 7: UW-CEL 5D+

Teacher: _____ Grade/Subject: _____

District/School: _____ School Year: _____

Evaluator: _____ Date: _____

Criterion 7: Communicating and collaborating with parents and the school community

		Unsatisfactory	Basic	Proficient	Distinguished
		1	2	3	4
PCC3: Parents and guardians					
PCC4: Communication within the school community about student progress					
Student Growth: Use EITHER 3 or 6; do not use both.					
Student Growth Criteria 3: Recognizing individual student learning needs and developing strategies to address those needs.	3.1: Establish Student Growth Goal(s)				
	3.2: Achievement of Student Growth Goal(s)				
Student Growth Criteria 6: Using multiple student data elements to modify instruction and improve student learning. (Student Growth Cycle)	6.1 Establish Student Growth Goal(s)				
	6.2: Achievement of Student Growth Goal(s)				
Any student growth score of "1" will result in an inquiry. (WAC 392-191A-100)					
Enter the criterion score to the right.		Criterion Score			

Continued on back

Final Summative Rating

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

1	2	3	4
Unsatisfactory	Basic	Proficient	Distinguished

Describe any preponderance of evidence that affected the Final Summative Rating:

Growth Inquiry: Any student growth scores of “1” will result in an inquiry. (WAC 392-191A-100)	Student Growth Inquiry Needed?	
	YES	NO

Evaluator Comments:

Planning for Next Evaluation Cycle:

- Participation in Comprehensive Evaluation Cycle
- Participation in Focused Evaluation, Criteria _____

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

Evaluator Signature: _____ **Date:** _____

Employee Signature: _____ **Date:** _____

PTSD / PTEA Collective Bargaining Agreement 2022-23 to 2023-24
Port Townsend School District
Certificated Teacher Focused Summative Scoring Document
Criterion 8: UW-CEL 5D+

Teacher: _____ Grade/Subject: _____

District/School: _____ School Year: _____

Evaluator: _____ Date: _____

Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning

		Unsatisfactory	Basic	Proficient	Distinguished
		1	2	3	4
PCC1: Collaboration with peers and administrators to improve student learning					
PCC2: Professional and collegial relationships					
PCC5: Supports school, district, and state curriculum, policy and initiatives					
PCC6: Ethics and advocacy					
Student Growth Criteria 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning	8.1: Establish Team Student Growth Goal(s)				
Any student growth score of "1" will result in an inquiry. (WAC 392-191A-100)					
Enter the criterion score to the right.		Criterion Score			

Final Summative Rating

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

1	2	3	4
Unsatisfactory	Basic	Proficient	Distinguished

Describe any preponderance of evidence that affected the Final Summative Rating:

Continued on Back

Growth Inquiry: Any student growth scores of "1" will result in an inquiry. (WAC 392-191A-100)	Student Growth Inquiry Needed?	
	YES	NO

Evaluator Comments:

Planning for Next Evaluation Cycle:

___ **Participation in Comprehensive Evaluation Cycle**

___ **Participation in Focused Evaluation, Criteria _____**

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

Evaluator Signature: _____ **Date:** _____

Employee Signature: _____ **Date:** _____

APPENDIX 4

GRIEVANCE PROCEDURE

A. FORMAL STATEMENT OF GRIEVANCE - (STEP ONE)

Grievant(s) _____ Date of Formal Presentation _____

School _____ School Phone _____

Immediate Supervisor _____ Date Alleged Violation Occurred _____

1. Facts giving rise to the grievance:

2. Provision or provisions of the Agreement alleged to be violated:

3. Remedy (specific relief) requested

DISTRIBUTION

Immediate Supervisor _____
Signature of Grievant _____ Date _____

Association Representative _____

Superintendent _____

Grievant(s) _____
Signature of Association Representative _____ Date _____

Signature of Immediate Supervisor _____ Date _____

APPENDIX 4
GRIEVANCE PROCEDURE

B. DECISION OF IMMEDIATE SUPERVISOR (STEP ONE)

(To be completed by immediate supervisor within ten (10) working days after receipt of the grievance)

I. Grievant(s) _____ Date of Formal
School _____ Presentation _____

Decision of immediate supervisor and reasons therefore:

Date of Decision _____
Signature of Immediate Supervisor _____

II. Grievant's Response:

_____ I accept the above decision.

_____ I hereby refer the above decision to Step Two of Grievance Procedure.

Date of Response _____
Signature of Grievant _____

DISTRIBUTION

Superintendent
Association Representative
Grievant(s)

Signature of Association representative

APPENDIX 4
GRIEVANCE PROCEDURE

C. DECISION BY SUPERINTENDENT OR DESIGNEE (STEP TWO)

(To be completed by the Superintendent or Designee within ten (10) working days from the conclusion of the Step Two grievance meeting)

I. Grievant(s) _____ Date of Grievance Meeting _____

Decision of Superintendent or Designee and reasons therefore:

II. Grievant's Response (to be completed by grievant within ten (10) working days of decision.)

_____ I accept the above decision by the Superintendent

_____ I do not accept and the Association will notify the District of future steps

Date of Response _____

Signature of Grievant

DISTRIBUTION

Association Representative
Grievant(s)
Immediate Supervisor

Signature of Association representative

APPENDIX 5
PROCEDURES FOR REPORTING ON-THE-JOB INJURIES

All employees of the Port Townsend School District are entitled to workmen's compensation benefits if injured on the job.

- I. If an employee of the Port Townsend School District is injured in the job, the following procedures should be followed:
 - A. The injured employee should fill out the Self Insurer Accident Report form (SIF-2) that is available in the personnel office. The immediate supervisor will fill out the Supervisor's Report of Work Injury and send it immediately to the district office.
 - B. When the injured employee goes to a doctor for treatment, he/she/they will take the Physician's Initial Report form to the doctor advising them that the district is self-insured. The doctor will file his claim with Olympic ESD 114, the claims administrator for the insurance pool, not Labor and Industries. All medical doctors' offices have appropriate forms.
 - C. If the injured employee is going to a dentist or an optometrist, and they do not have forms, please contact the personnel/payroll office.
 - D. All medical costs arising from an on-the-job injury are paid in full by the Olympic ESD 114 Region Workers' Compensation Trust.
 - E. The doctor's office sends the report form to Olympic ESD 114, 2530 W. 19th Street, Port Angeles WA 98363.
 - F. The district office will complete the bottom section of the SIF-2 form and send it to ESD 114.
- II. Employees whose on-the-job injuries (in the opinion of their doctor) temporarily prevent them from working are eligible for time-loss compensation if they are not receiving full sick leave benefits from the district.
 - A. If the employee wishes to collect time-loss compensation and partial sick leave benefits (the two cannot be more than full sick leave benefits or full pay) and thus save sick leave earned, the following procedures should be followed. Time-loss compensation begins after the employee has been absent, due to injury, for three days.
 1. The doctor indicates the estimated number of days of time-loss on the form that is sent to ESD 114.
 2. The employee must write to the superintendent requesting time-loss compensation rather than sick leave.
 3. The superintendent's office will indicate on the SIF-2 form that there is time-loss.
 4. When the employee returns to work, the employee marks his leave slip as "other" and under remarks writes "received time-loss compensation". At that same time, the employee initiates an appointment with the personnel/payroll officer who will facilitate partial sick leave benefits for the time-loss period.

PTSD / PTEA Collective Bargaining Agreement 2022-23 to 2023-24
 Port Townsend School District No. 50

APPENDIX 6
 STAFF/STUDENT SCHOOL YEAR CALENDAR



PORT TOWNSEND
 School District
 LEARNING THROUGH A SENSE OF PLACE
2022-2023 Annual Calendar

- All Schools 2hr Early Release
- SC & BH Only 2hr Early Release
- SC & BH Only 3hr Early Release
- BH & HS Only 3hr Early Release
- SC Only No School/Conferences
- No School

August 2022	September 2022	October 2022	November 2022
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
December 2022	January 2023	February 2023	March 2023
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
April 2023	May 2023	June 2023	July 2023
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Early Release Times
 Salish Coast 2hr 12:50, 3hr 11:50
 Blue Heron 2hr 1:05, 3hr 12:05
 High School 2hr 1:10, 3hr 12:10

Important Dates
 Aug 29-30: Staff In-service
 Sept 6: First Student Day
 Oct 14: Staff In-service, No School
 Oct 27-28: SC Only No School, Conferences
 Nov 11: Veterans' Day, No School
 Nov 17-18: BH and HS Only 3hr Early Release, Conferences
 Nov 23: All Schools 2hr Early Release, including Staff
 Nov 24-25: Thanksgiving Break, No School
 Dec 21-Jan 3: Winter Break, No School
 Jan 16: MLK Day, No School
 Feb 17: Snow Make-up Day, No School
 Feb 20: President's Day, No School
 March 2-3: SC and BH only 3hr Early Release, Targeted Conferences
 Apr 3-7: Spring Break, No School
 May 19: All Schools Early Release, including Staff
 May 26: Snow Make-up Day, No School
 May 29: Memorial Day, No School
 June 9: High School Graduation
 June 16: Last Day of School, 2hr Early Release
 June 19: Snow Make-up Day
 June 20: Snow Make-up Day

updated 5/17/2021 SR

APPENDIX 7

**VERIFICATION FORM FOR ADDITIONAL TIME AND RESPONSIBILITIES
 PER SUPPLEMENTAL CONTRACT**

NAME _____ **FTE:** _____ **BLDG:** _____

In accordance with the Collective Bargaining Agreement between the Port Townsend School District and Port Townsend Education Association, employees are required to work 42 hours, to perform District/Building/Principal Directed activities/responsibilities. Compensation is received for this additional time and responsibilities in accordance with the negotiated TRI schedule. The pay for same is pro-rated for part-time employees based on their annualized FTE. This form is to be completed and turned in to the employee’s Principal or immediate supervisor no later than **June 30**.

Available District directed hours for the 2020-21 school year: _____ **(track these hours below)**

Verification of the District/Building/Principal Directed Work Hours:

Required or Optional?	Date and times (if available)	Activity Description	# of Hours	Indicate when completed	Comments/Other

*Activities for fulfilling the equivalent of these hours (42 hours/full-time FTE) will be identified by each Building Principal and/or the District leadership team. The initial list of activities will be made available to staff no later than August 30, preceding the school year. Activities approved after August 30 will be added to the list as needed.

(page 1 of 2)

Note: Collaboration and/or Department Time used as part of the district directed hours must be pre-approved by the building principal.

Port Townsend School District

APPENDIX 8
Special Education Protocol Checklist

- I. Goal
 - A. Proactively evaluate and address stressors in the system
 - B. Active process for addressing workload/concern
 - C. Maintain and support Special Education staff
- II. Protocol
 - A. Script ensures that everyone can expect the meeting to happen the same way every time
 - B. Checklist sent out in advance and each item is discussed at the meeting
 - C. Special Education staff would know to come prepared with the following information.
 - a. Information that staff brings should be observable and measurable.

The meeting protocol will consist of looking at each indicator and problem solve (predicted or current) issues/concerns.

WORKLOAD MEETINGS CHECKLIST

1. IEP Service Minutes – Direct and indirect
2. Assessments (given to design a student program)
3. Evaluations (to qualify and evaluate a student for services)
4. Upcoming IEP's
5. Transition plan
6. Planning/collaboration
7. Parent support/communication
8. Paperwork
9. Behavior Intervention Plan
10. Education assistant training/support
11. WAAS portfolio

Port Townsend School District No. 50

APPENDIX 9
Technology Acceptable Use Policy

Port Townsend School District Technology Acceptable Use Policy

PTSD provides technical tools and resources to enhance the overall educational experience of its students and educators. PTSD will monitor Internet traffic to ensure optimal use of instructional resources. Following are the rules and guidelines for acceptable behavior when using PTSD's computer and Internet resources. Failure to follow any of these guidelines may result in confiscation of PTSD's resources and/or additional action being taken under the discipline section of this document.

1. Computer and Network Resources

1.1. Ownership. The computer (laptops, notebooks, desktops, printers, smart devices etc.) and peripherals issued to a Port Townsend School District (PTSD) employee are the property of PTSD and are for employee use only. The computer and peripherals issued to a PTSD employee will be returned immediately if he/she is no longer employed by PTSD. Teacher-created educational content stored on district technology is jointly owned by the teacher and District.

1.2. Use. The computer and network resources are intended for PTSD related purposes and performance of job duties. The technology acceptable-use policy applies to both work and home use of resources.

1.3. Personal Use. Some personal use is permitted as long as such use does not violate PTSD's policies and does not interfere with school-related performance of job duties.

1.4. Security. The user is responsible for all technology equipment issued by PTSD.

1.5. Computer Loss or Damage. Promptly report stolen equipment to the Technology Department. In the event of negligent loss or damage, PTSD reserves the right not to issue a replacement computer or peripheral.

1.6. Accounts and Passwords. The user should consider the account and password confidential and shall not share the password with any other person.

1.7. Configuration and Software. Teachers will be able to make small modifications to their computer and install software necessary for the performance of their duties. Users are encouraged to contact the Tech Department before installing any items on their computer. The Technology Department may not support programs or applications installed by individual users. No other modifications or configuration changes are to be made to the computer except upon instruction or with permission of the Technology Department.

1.8 Personal Devices. Access to PTSD technology using devices not issued by the school will be supported at the discretion of the Technology Department.

1.10 Employee Data on Local Machine.

1.10.1 **Transparency:** PTSD employees should assume all content: documents, reports, internet logs, emails, etc. created or received on district-owned devices is subject to Public Records law.

1.10.2 **Loss of Data & End of Employment:** PTSD is not responsible for lost or corrupted data in the event of a hardware/software failure or user error. However, PTSD will make regular backups of teacher's data and files. Upon leaving employment, teachers may take copies of teacher-created content, but no content with personal student data.

1.11 **Summer Check Out.** Teachers may check out their laptops or mobile computing devices for the summer for purposes outlined in this policy.

2. Electronic Mail Resources

2.1.**Purpose.** Electronic mail (email) is provided to the staff of PTSD (users) to facilitate information exchange consistent with the educational mission of PTSD.

2.2.**Property.** The email system, computers, and user accounts and addresses are the property of PTSD.

2.3.**Privacy.** Users do not have a personal privacy right in any matter from the email system. PTSD may review email in case of investigation of unprofessional activity.

2.4.**Confidentiality.** The confidentiality of email cannot be assured. Such confidentiality may be compromised by applicability of law or policy, by forwarding of email, or because of unauthorized access. Users, therefore, should exercise caution in using email to communicate confidential or sensitive matters.

2.5.**Restrictions.**

2.5.1. Users may not use email in any way inconsistent with or in violation of the policies set by PTSD.

2.5.2. Users may not use email for unlawful activities, commercial purposes or personal financial gain.

2.5.3. Users may not deliberately disrupt email services or perform activities that interfere with the use of emails by others.

2.5.4. Users of the email system shall not use email in any way that would be considered (a) damaging to another person's reputation, (b) abusive, (c) obscene, (d) sexually orientated, (e) offensive, (f) threatening, or (g) harassing. (PTSD cannot guarantee that a user will not receive an offensive email)

2.5.5. Users may not seek, use, or disclose personal or confidential student or employee information except for proper school business.

2.5.6. PTSD email resources may not be used for personal gain or enterprise. Examples include political campaigning and business solicitations.

2.8.**Personal Use.** PTSD email services and accounts may be used for some personal purposes provided that such use complies with PTSD policies. Additionally, such use shall not burden the operation of the email system or add to the cost of such operation. Emails arising from such use are the property of PTSD.

3. Internet Resources

3.1. Users will use appropriate language on the Internet.

3.2. Users will not access or transfer inappropriate materials. Internet traffic is monitored and abuses will be reported.

3.3. Users will respect and uphold copyright laws and recognize the exemptions provided for under fair-use provisions.

4. Web Development

- 4.1. School and/or Teacher websites will not publish photos of students who have completed a Website Opt-Out form.
- 4.2. No confidential student data shall be on any web pages.
- 4.3. No commercial marketing or advertising may be done on teacher or school websites.
- 4.4. Teachers, webmasters and Principals assume responsibility for all content displayed within the schools' and the teachers' websites.

5. Technology & Communication

- 5.1 Teachers are encouraged to use multiple forms of appropriate communication with parents and students.
- 5.2 Teachers will have access to email addresses for all parents.
- 5.3 Teachers will not use technology to observe or communicate with students in a non-professional capacity.

Signature

Date