

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**SOUTH BEND SCHOOL DISTRICT
AND THE
SOUTH BEND EDUCATION ASSOCIATION**

2021-2025

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PREAMBLE

This Collective Bargaining Agreement entered into by and between the South Bend School District No. 118, hereinafter called the "District," acting by and through its Superintendent and Board of Directors, hereinafter called the "Board," and the South Bend Education Association hereinafter called the "Association."

WHEREAS, the Board and the Association have a statutory obligation pursuant to the Educational Employment Relations Act, Chapter 41.59 RCW, to bargain in good faith with respect to certain proposals presented in negotiations, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this contract.

It is hereby agreed as follows:

This agreement is in effect from Sept. 1, 2021 through August 31, 2025.


CHAIRMAN, BOARD OF DIRECTORS


PRESIDENT, SOUTH BEND EDUCATION
ASSOCIATION


SECRETARY, BOARD OF DIRECTORS

ARTICLE I

ADMINISTRATION OF CONTRACT

SECTION A: PURPOSE

The District and the Association agree:

1. that the education and well-being of all children is the prime responsibility of the District, its staff, the Board, and the Association.
2. that teaching is a profession requiring maximum utilization of the knowledge and experience of professionally qualified personnel.
3. that the attainment of educational objectives of the District requires a free and open exchange of views between the District's Board and its staff of certificated employees.
4. that the welfare of the pupils of the District may be strengthened by the establishment of effective channels and procedures of communication between the Board and the representatives of its staff of certificated employees.

SECTION B: RECOGNITION

1. Pursuant to Chapter 41.59 RCW the Board recognizes the Association as the exclusive representative of all certificated staff.* Such representation shall exclude the Superintendent, administrative assistants, principals, central office certificated administrators, and short-term substitutes.
2. The Association shall remain the exclusive representative of said employees until such time as another organization is recognized by the Public Employment Relations Commission.
3. The Association may not discriminate in its membership on the basis of race, creed, sex, marital status, grade level or subject field.
4. Recognition shall entitle the Association to the use of school bulletin boards, payroll deduction of membership dues, inter-school mail service, and the use of school facilities for meetings.

5. The Association and its affiliates may use District school buildings for meetings and to transact official business on school property at all times when custodians are normally off duty before and after school hours.

*Staff - Defined as any certificated person working in a position that requires certification except the Superintendent, principals, short-term substitutes, and certificated employees filling classified positions.

SECTION C: PROCEDURES

1. OBTAINING OBJECTIVES

The process described in this agreement is dependent on mutual understanding and cooperation. It, therefore, requires a free and open exchange of views with parties participating in decisions. Both parties agree to meet at a reasonable time and place and to negotiate in good faith effort to reach agreement.

2. REPRESENTATION

Members of the Board, or their designated representatives and representatives named by the Association shall meet for the purpose of negotiating and seeking agreement. No member of the Association shall be used as a negotiator for the Board.

Consultants may be called upon by either party and utilized in the negotiating of any matter being considered by the negotiation team.

3. SUBJECT OF NEGOTIATIONS

The negotiation teams shall negotiate items with regards to hours, wages, and terms and conditions of employment, which are regarded as mandatory.

4. DIRECTING REQUESTS

Requests from the Association for meetings of the negotiating teams shall be made in writing directly to the Superintendent. Requests from the District shall be made in writing from the Superintendent directly to the President of the Association. Within ten (10) days of the date of request, a mutually convenient time and place shall be set.

Additional meetings shall be agreed upon by the negotiating teams as may be necessary to complete agenda items. Meetings shall be scheduled to avoid conflicts with school duties of Association representatives or released time shall be arranged when meetings are held during school.

5. GROUND RULES:

- (A.)** The dates will be selected in advance for future sessions (time, length of session, place). The length of the session can be extended by mutual consent of both parties.
- (B.)** Minutes may be taken at each session.
- (C)** All proposals and counter proposals should be reviewed at each bargaining session to insure intent and content.
- (D)** Responses should be made in writing to all proposals and counter proposals.
- (E)** No outsiders will be included without advance notice of 48 hours or agreement of both parties.
- (F)** Once a tentative agreement is reached it cannot be withdrawn later without the consent of both parties.
- (G)** Any ground rule can be suspended by mutual consent.

6. EXCHANGE OF INFORMATION

The Board agrees to furnish the Association, upon reasonable request, non-confidential information, available within the District, as is requested by the Association for developing intelligent, feasible, and constructive proposals on behalf of employees. This information shall include complete and accurate financial reports and the tentative and final budget for the next school year submitted for study when received by the Superintendent prior to the date of Board action thereon, and information on the placement of employees on the salary schedule.

SECTION D: AGREEMENT

When a collective bargaining agreement is reached, it shall then be made in writing and submitted for ratification to the Board and to the Association. When approved by both parties, it shall be signed by their respective presidents and shall be entered into the official minutes of the Board.

SECTION E: DISTRIBUTION OF AGREEMENT

The District shall distribute this contract to all certificated employees copies of this agreement electronically.

SECTION F: AMENDMENTS

Either party desiring changes in the agreement shall notify the other party in writing requesting mutual re-opening. If both parties agree, proposed amendments shall become agenda items for bargaining and are final when ratified by the Board and the Association. By mutual consent, the effective date of any amendment may be set prior to the completion of the current year.

For the duration of the contract:

1. The certificated employee salary schedules are included as Appendix A. Employees contracted less than full-time shall receive a pro-rata share of salary.
2. The District shall work cooperatively with the Association in the development of the calendar: Before March 1 the District shall survey all District employees, including those covered by this Agreement. At least two draft calendars shall be circulated to all District employees who may indicate their preferred calendar. Following the survey, the

Superintendent shall meet with the Association President (and may include other staff association leadership). Based on the input of employees and Association leadership, the District will make a recommendation to the Board, which will adopt the calendar.

3. Other items can be introduced with mutual consent. These items should be introduced by May 1.

4. This contractual agreement will be reopened for negotiation in the event of a double levy failure.

5. Each party will be allowed one re-opener each year of the contract, concerning subjects already included in the contract.

SECTION G: CONFORMITY TO LAW - SAVING CLAUSE

If any provision of this agreement or any application of this agreement to any certificated employee or group of certificated employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

ARTICLE II

DUES DEDUCTIONS AND FEES

SECTION A: NOTICE OF DUES ASSESSMENTS

On or before August 25 of each school year the Association shall give written notice to the District of the dollar amount of voluntary dues and assessments of the Association including the National Education Association and the Washington Education Association which dues and assessments are to be deducted. The total for these deductions shall not be subject to change during the school year.

Deductions authorized by employees shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. Employees who authorize dues deductions after or terminate employment before June shall have their deductions prorated at one tenth (1/10) of the total annual amount for each month employee is employed and dues are authorized. The District agrees promptly to remit directly to the Washington Education Association all moneys so deducted accompanied by a list of employees from whom the deduction has been made. A duplicate list shall be promptly provided to the Association as receipt for said transaction. On or before the monthly pay period, the Association shall notify the District of any changes in said list due to employees authorizing or withdrawing authorization of dues withholding.

The Association agrees to reimburse any employees from whose pay dues and assessments were deducted, those sums in excess of the total amount due to the Association at that time, provided the Association or its affiliate actually received the excessive amount.

SECTION B: MEMBERSHIP DEDUCTION

Employees may authorize and deliver to the Association an Assignment of Wages authorization which shall authorize deduction of membership dues and assessments of the Association (including the National Education Association and the Washington Education Association). Such authorization shall continue in effect from year to year unless a request of revocation is submitted to the Association, signed by the employee.

SECTION C: ASSOCIATION HOLD HARMLESS AND INDEMNIFICATION

The Association agrees to indemnify, defend and hold the District harmless against any legal action brought against the District in reference to this Article.

ARTICLE III
PERSONNEL

SECTION A: PERSONNEL FILES

1. Employees, if they so request, shall be permitted to inspect all the contents of their own personnel files kept within the District as well as employment references leaving the District. Anyone, at the employee's request, may be present at the inspection of the contents of the employee's own personnel file. The exception will be only those records that an employee has declared closed. Usually, this determination is made by an employee at the institution granting the employee's degree or certificate.
2. Any derogatory material not shown to an employee within ten (10) school days after receipt or composition shall not be allowed as evidence in any grievance or any disciplinary action against an employee.
3. No evaluation, correspondence, or other material making derogatory reference to an employee's competence, character, or manner shall be kept or placed on file without the employee's knowledge and opportunity to attach his own comments. Derogatory statements from nonprofessional sources shall not be included in any personnel file.
4. Upon request, a copy of any documents contained in the personnel file shall be afforded the employee at employee's expense.
5. All information placed in the personnel file forming the basis for any reprimand, warning, discipline, or adverse effect, shall be limited to matters and events occurring during the current school year.
6. No derogatory material, except work performance and/or evaluation forms, shall remain in any employee's personnel file for more than three (3) years from the date of entry.

SECTION B: ACADEMIC FREEDOM

1. The certificated employee must be free to think and to express ideas, free from undue pressures of authority, and free to act within his professional group. Such freedom is to be used judiciously and prudently to the end that it promotes the free exercise of intelligence. The principle of academic freedom for certificated employees will not supersede the basic responsibilities of the certificated employee to the education profession. These responsibilities include: (a) a commitment to democratic tradition as our way of life, and the methods implied in implementing this end; (b) a concern for the

welfare, growth and development of children; and (c) an insistence upon objective scholarship.

2. Academic freedom shall not violate District goals, objectives, policies, and procedures.

SECTION C: INSURANCE BENEFITS

1. The District shall provide the state allocation for insurance toward premiums of insurance programs offered by the School Employees Benefits Board (SEBB). The full allocation shall be granted to all eligible employees.

2. Carve Out – The state allocation includes “carve out” payment to the Health Care Authority to subsidize retiree benefits. The District shall permit deductions for other W.E.A. endorsed insurance and tax-sheltered annuity programs.

3. The District shall implement a 125 Plan which allows the employees to shelter from federal income taxes the amount of the insurance premium which is the employees’ contribution and also participate in VEBA I and VEBA III.

SECTION D: LENGTH OF THE WORK DAY

1. In compliance with the laws of the State of Washington, a half-hour continuous duty-free lunch period shall be provided for employees.

2. Effective September 1, 2022, staff will be available to students and/or parents one-half hour before and sixteen (16) minutes after school. Employees will provide students and families with reasonable professional support when after school meetings are needed.

3. In the event the Basic Education law demands additional contact student hours, the District will meet with the Association to accommodate the mandatory adjustments.

4. The total length of the workday for employees subject to this agreement shall be 7 hours, which does not include a thirty (30) continuous minutes duty free lunch period.

SECTION E: ATTENDANCE AT MEETINGS AND CONFERENCES

Leaves of absence without deduction and with reimbursement of certain expenses may be granted to attend professional meetings after the Superintendent has approved written request.

SECTION F: SICK LEAVE

At the beginning of each school year, each certificated employee will be credited with an advance sick leave allowance of twelve (12) days to be used for absence caused by illness, injury, poor health, quarantine, or family illness which necessitates the presence of the employee. Certificated employees shall be informed by July 31 each year as to the total number of sick leave days accumulated, up to at least 180 days as permitted by state law.

Teacher training days are vital to the improvement of District and staff professional development. These days require mandatory attendance by the employee. Sick days and personal days may not be used for absence on these days. Failure to attend will result in the loss of per diem pay for that day. Medical emergencies will be evaluated by the Superintendent and may be honored in some extreme situations.

SECTION G: EMPLOYEES ATTENDANCE INCENTIVE PROGRAM

The attendance incentive program (sick leave buy back) authorized by state law is available to employees. Implementation of the program will be in accordance with state law and rules.

SECTION H: PERSONAL LEAVE DAY - NOT BEREAVEMENT OR EMERGENCY

1. Three personal leave days will be awarded at the beginning of each school year to each certificated employee.
2. Certificated employees will provide the substitute with lesson plans.
3. Use of personal days requires administrative approval.
4. Requests for such leave should be made two (2) weeks in advance, but reason for leave need not be stated. Personal leave or sick days shall not be taken on Teacher Training Days as identified by the school calendar or on the first or last day of school.
5. No more than two staff members per building may be gone at the same time for personal leave on any given day. If a person works in both buildings, both principals need to approve the request. In the event of more than two requests, requests will be awarded on a first come, first serve basis.
6. The Superintendent on a case-by-case basis may grant exceptions to the above restrictions. Such exceptions shall not establish a precedent or binding practice.

7. Personal Leave Cash-Out

Employees may, at their discretion, cash-out up to four (4) personal leave days at the end of each school year. Such cash-out shall be at two hundred dollars (\$200) per day. Employees may roll over up to one (1) day of unused personal leave into a personal leave bank, with a maximum of four (4) (annual allocation of three (3) days plus one (1) banked day) cumulative days held in the employee's leave bank at any one time.

SECTION I: BEREAVEMENT LEAVE

1. Employees are entitled to a maximum of five (5) days leave with pay for absence caused by the death of an employee's child, spouse, parent, step parent, grandparent, sibling (siblings in-law) or parent in-law. Bereavement leave is non-cumulative. Additional time, which may be required by the employee, shall be deducted from the employee's accrued sick leave up to a limit of seven (7) days. Additional approved bereavement days beyond the seven (7) days will be without pay.

2. One day of bereavement shall be awarded for funerals outside of the family structure as defined above. The entire day shall be taken and sick leave will be used.

SECTION J: FAMILY LEAVE:

All requests for Family Medical Leave requires written verification from the employee's health care provider

1. Maternity Leave

Any employee who is pregnant while employed by the District shall not be required to take maternity leave at any arbitrary time, but shall be allowed to continue teaching as long as she is capable of performing the duties of her job and as long as her physician concurs.

The employee shall inform the building principal in writing at least four (4) weeks in advance of her intent to take leave and an approximate return to work time. The maternity leave shall begin when the doctor states in writing that the employee may no longer work. Sick leave may be used at that time. The employee may use sick leave for up to sixty (60) days following the birth of the child. The employee at that time may use Family Leave, which will allow for up to twelve (12) weeks of insured, unpaid leave.

If her doctor prescribes in writing that the employee must remain at home for any health issues and needs to extend the sixty (60) days of sick leave then sick leave may be used.

2. Adoption Leave

Up to two (2) days paid leave will be granted to an employee for legal proceedings when adopting a child. Said leave will be taken from sick leave. Reasonable notice will be given to the building administrator prior to such leave. Employee requests for leave should be received in writing of the intent to take adoption leave at least twenty (20) work days in advance of the leave and include the starting and ending dates of the leave. The District shall grant leave for the adoption of a child under the age of three (3) for up to four (4) weeks. For the adoption of children age four to five (4-5) leaves may be granted up to a maximum of two (2) weeks. Kindergarten age and above children will be a maximum of (3) days. Said leaves will both come from accumulated sick leave.

Leave will only be granted to one employee per adoption.

The employee shall have all the rights as they apply as provided in the Family Medical Leave Act of 1993.

3. Paternity leave

In the event of a birth of a child to an employee's spouse, up to three (3) days of sick leave shall be granted to the employee. The family will have all the rights Family Medical Leave Act of 1993.

SECTION K: CONTRACTS

- 1.** The certificated employee salary schedule is included as Appendix A. The certificated salary schedule will be increased annually by the inflationary adjustment (implicit price deflator, IPD) authorized and funded by the Washington State legislature, unless the terms of this agreement provide for a different increase.
- 2.** Extracurricular Salary Schedule (See Appendix E).
- 3.** Extended Contracts: Employees with extended contracts shall be paid at the same daily rate as the rate in their regular contract. The Superintendent shall determine those who are to receive extended contracts.
- 4.** The contracted work year will consist of the following days and duties:
 - (A)** Up to four (4) professional days, consisting of three (3) professional learning days when funded by the state and subject to any limitations or requirements imposed by the state and one (1) enrichment day funded by the District;

- (B) one hundred eighty (180) school year days (one hundred seventy-seven (177) student days, when authorized by the Office of the Superintendent of Public Instruction, plus three (3) teacher work days); and
- (C) one (1) longevity stipend at four hundred dollars (\$400) for teachers with fifteen (15) or greater + years of experience.
- (D) Duties: The work required to be an effective educational professional is not measured solely by time. Employees are responsible for planning and delivering instruction or student services, managing the classroom or other student environment, assessing student work, adjusting instruction or services, and collaborating with colleagues and families. Collaborating with colleagues and families includes open-houses, student conferences, events like the middle school barbeque, elementary concerts, meeting with parents as requested.

Per diem is calculated at a rate of 1/180 per day.

- 5. In the 2022-23 work year employees shall have the option to work one (1) additional day at tasks pre-approved by the principal and reported to payroll on a time-sheet. This will be increased to two (2) days for the 2023-24 work year in addition to the current four (4) enrichment days. These days to be paid at each employee's per diem rate of pay.
- 6. Classroom budgets will be given teachers each year to buy basic supplies and materials. The building administrators will determine these budgets.
- 7. A tentative JH/HS schedule will be developed and shared with staff by May 25 or three (3) weeks before the end of school. It is recognized that this schedule may change due to staffing or budgetary restraints. There may need to be "Schedule A and Schedule B" due to the above concerns.
- 8. Involuntary Transfers: Employees may not be transferred outside of their assignment area more than once every three (3) years. Assignment areas are grades P-3, 4-8, and

SECTION L: RIGHT TO DUE PROCESS

- 1. No non-provisional employee shall be non-renewed, RIF'ed, or discharged without just and sufficient cause. In the event of any of the aforementioned actions, the appeal and/or review procedure to be followed will be that prescribed by law (i.e., hearing officer and/or court).
- 2. No non-provisional employee shall be disciplined or otherwise adversely affected (including status of extracurricular contracts covered by this agreement) without just and

sufficient cause. In the event of any of the aforementioned actions, the appeal and/or review procedure will be the grievance procedure of this Collective Bargaining Agreement (Appendix C).

3. Except for verbal warnings or reprimands, the specific grounds forming the basis for disciplinary action will be made available to the employee and the Association at the request of the employee in writing.

4. Any complaint made against an employee or person for whom the employee is administratively responsible, by any parent, student, or other person will be called to the attention of the employee within ten (10) school days with the name of the complainant being given, if it is to be used as evidence against the employee. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

SECTION M: COMPENSATION COMPLIANCE

If the salary settlement causes the District to exceed the amount and/or percentage of funds authorized by law for employees' salaries or causes the District to exceed the amount funded to and received by, the District for employees' salaries and fringe benefits and/or compensation, the District shall automatically adjust employees' salaries and compensation to provide full compliance.

ARTICLE IV

INSTRUCTION

SECTION A: CLASSROOM LOADS

1. The District shall make every possible effort to equalize classroom loads with regards to number of students and student abilities.

2. Academic Preps

JH/HS staff who have four (4) or more academic, core preps will be paid a one hundred twenty-five-dollar (\$125) stipend per semester.

3. Special Education Class Loads

Any regular K-6 academic classroom teacher who has five (5) or more special education students in their classroom shall be entitled to a two hundred fifty dollars (\$250) stipend per semester. Students must be in the classroom for a minimum of one (1) hour a day and not just on the roster in the case of high needs students. Teachers are expected to work cooperatively with special education instructors in the implementation of education plans, accommodations, attend IEP meetings and turn in a log of time and dates. Teachers in grades 7-12 who have five (5) students on their daily roster independent of the number per period will receive a two hundred fifty dollars (\$250) stipend per semester, subject to the same requirements above. Stipends are limited to five hundred dollars (\$500) per year. Building principals must sign off on log and turn into the District office for approval.

4. Class Size

Class sizes in excess of the following guidelines shall be considered to have class overloads, excluding music and PE classes:

Primary (K-3) 22 students, or above, as reported on the P-223 headcount to the state.

Intermediate (4-6) 25 students, or above, as reported on the P-223 headcount to the state.

Secondary: 28 students per period, or above, as reported on the P-223 headcount to the state.

The District will encourage families to not start students who have completed the enrollment process until the next school day. Staff will be informed when the building office learns that a new student will be enrolled.

When a teacher's class reaches overload, the teacher will initiate a meeting with his or her principal to either reduce the overloaded condition or be paid a stipend of sixty dollars (\$60) per month, per student over the class size limit (pro-rated for secondary students at ten dollars (\$10) per student per month per period). If a discrepancy arises regarding count, prior to filing a grievance, the Association and the District shall attempt to find a mutually agreed upon resolution.

The Music and Physical Education Departments staff will work with the building administrator(s) to establish student course loads for each teacher for the purpose of maintaining effective music and physical education instruction. Smaller specialized classes may balance larger classes. If any music or physical education class has more than 30 students, unless requested by the teacher, the instructor will be considered to have an overload and shall receive overload pay as described above.

If the student per certificated staff caseload goes above 25 students per certificated special education teacher, that teacher will be compensated fifty dollars (\$50) per month per student.

On request, if suitable substitute coverage is available, Special Education staff will be provided one (1) non-student day per month to devote time to focus on IEP and other required paperwork duties. This day is not accounted for from the certificated staff's personal or sick days.

Special Educational teachers will be provided with two (2) non-student days per year to offer professional development and training, as approved by the principal or special education director, for the para-educational staff assigned to their classroom.

SECTION B: PREPARATION AND PLANNING

To establish appropriate planning time for teachers, the following will be provided:

1. Each teacher shall receive an average of fifty (50) continuous minutes per day for professional preparation.
2. A morning (before school) duty aide will be provided for the elementary school.

3. A room duty aide and a playground aide will be provided for all elementary school recesses.

Additional classified aide time will be provided elementary teachers in the following instances. Such time will be used to assist the teacher with correcting, photocopying, preparation of materials, etc.

(A) For teachers with twenty-seven (27) or more FTE students, an additional one (1) hour of aide time per week.

(B) For teachers in District initiated or requested split or blended classes, with twenty-four (24) or more students, an additional one (1) hour of aide time.

(C) The District may provide additional time.

4. The principal may request an employee to cover a class for an absent or otherwise occupied employee during planning time. Such an assignment is voluntary and will be paid at the per diem rate. Staff may work cooperatively to cover each other in the event of needing to leave early for appointments, etc. These will not be considered as a request by the District.

5. A teacher may teach a class during the provided planning time upon mutual agreement between administration and teacher. In addition to their regular rate of pay, a sum of five thousand five hundred dollars (\$5500) shall be paid for that school year or prorated in the event it is only for a semester. Teachers may choose to work an extra period for no additional pay.

SECTION C: RIF POLICY (See Appendix D)

SECTION D: TEACHER REVITALIZATION

In the case of vacancies in new or existing positions, favorable consideration will be given to qualified applicants among current employees. All vacancies and new positions occurring during the school year, shall be reported to the Association President, and posted in each building. Such postings shall be posted internally for a minimum of seven (7) calendar days before being posted externally, if needed. No external - outside of the District postings - shall be permitted during the above referenced seven (7) calendar days. All qualified internal candidates will be offered an

interview. All vacancies and new positions occurring after April 20 shall be posted for at least three (3) school days before being filled.

SECTION E: COMMITTEE WORK

1. Assignment to work on after school committees shall be voluntary.
2. Remuneration for this additional work will be paid at the rate of three hundred twenty-five dollars (\$325) per committee.

SECTION F: ADDITIONAL WORK PROJECTS

1. Additional work projects are classified as District directed or Teacher Initiated and are those projects which demand additional work in excess of the 184-day work year.
 - (A) District Directed Additional Work Projects are those defined by the Board annually. One hundred percent participation is expected.
 - (B) Teacher Initiated Work Projects are those defined as proposed by certificated staff members, submitted for approval of the Building Administrator and authorized by the Superintendent.
2. Remuneration for additional work project days will be paid at the rate of 1/184 per day of the certificated employee's salary and shall not be less than 1/2 day. Each employee will have an assured availability of one (1) work project days per year during the life of the contract.
3. The principal and Superintendent may approve additional work project days.

SECTION G: CURRICULUM & PROFESSIONAL DEVELOPMENT

The Board shall provide for necessary expenses connected with the curriculum study groups, which are not limited to, but may include extended contracts, workshops, materials and supplies, travel expenses and consultants.

- A. All staff shall be afforded an opportunity for professional development funds, up to five hundred dollars (\$500.00) per year, per employee, for staff development. With principal pre-approval, staff development will include the opportunity to:
1. visit other classrooms and schools.
 2. utilize consultants.
 3. attend workshops, conferences, and seminars.
 4. take college level courses.
 5. work in teams to improve programs, curriculum, teaching strategies and the utilization of resources and facilities.
 6. take written or oral examinations.
 7. take leadership roles in nonunion organizations related to education.
 8. compensate staff at per diem for curriculum/instructional development outside the normal workday. Approvable activities would include time spent attending classes and workshops related to individual curricular areas, time spent on enhancing curriculum, and other activities approved by the principal.
- B. On employee request, the Superintendent may review denial of a professional development opportunity or authorize a higher allocation.
- C. Part-time teachers shall be allotted staff development funds at their prorated share.

District Required Training:

- A. Training, required by the District, but not required by the state for certification and/or endorsements related to the teacher's assignment, shall be paid for by the District.
- B. The District shall pay all the cost of any required training, including that directed as part of the evaluation or probation process.

D. Teacher Assistance/Mentor Program

- A. The District shall participate in the state BEST program for providing mentor support to beginning teachers, so long as and to the extent it is funded by the state. All beginning teachers upon their request may be provided with a mentor who will provide a source of continuing and sustained support in and outside the classroom.

- B. Mentorships shall be posted to all employees via District email.
- C. Mentors shall be compensated as provide for by the BEST program. Such time shall be time-slipped with the mentors building administrator.

- B. Mentor teachers shall not be involved in evaluations of their beginning teacher conducted pursuant to RCW 28A.405.100.
- C. Mentor teachers cannot be called by either party to testify in a dismissal or disciplinary process for a beginning teacher.

APPENDIX A

**SALARY SCHEDULE
2022-2023**

STEP	BA-0	BA-15	BA-30	BA-45	BA-90	BA-135	MA-0	MA-45	MA-90
0	\$53,348	\$54,789	\$56,283	\$57,779	\$62,580	\$62,580	\$63,962	\$68,762	\$71,857
1	\$54,067	\$55,527	\$57,040	\$58,602	\$63,452	\$63,452	\$64,671	\$69,522	\$72,596
2	\$54,751	\$56,226	\$57,754	\$59,436	\$64,274	\$64,274	\$65,387	\$70,225	\$73,332
3	\$55,456	\$56,945	\$58,490	\$60,226	\$65,053	\$65,053	\$66,066	\$70,891	\$74,076
4	\$56,148	\$57,701	\$59,255	\$61,052	\$65,908	\$65,908	\$66,777	\$71,634	\$74,841
5	\$58,683	\$59,338	\$59,993	\$61,889	\$66,727	\$66,727	\$67,500	\$72,341	\$75,610
6	\$59,420	\$60,083	\$60,746	\$62,738	\$67,553	\$67,553	\$68,241	\$73,056	\$76,342
7	\$60,726	\$61,403	\$62,081	\$64,178	\$69,066	\$69,066	\$69,629	\$74,515	\$77,893
8	\$62,694	\$63,392	\$64,093	\$66,366	\$71,317	\$71,317	\$71,813	\$76,767	\$80,268
9	\$62,694	\$65,497	\$66,219	\$68,573	\$73,642	\$73,642	\$74,021	\$79,092	\$82,713
10	\$62,694	\$65,497	\$68,372	\$70,896	\$76,032	\$76,032	\$76,344	\$81,481	\$85,222
11	\$62,694	\$65,497	\$68,372	\$73,286	\$78,534	\$78,534	\$78,734	\$83,984	\$87,798
12	\$62,694	\$65,497	\$68,372	\$75,600	\$81,103	\$81,103	\$81,219	\$86,551	\$90,484
13	\$62,694	\$65,497	\$68,372	\$75,600	\$83,735	\$83,735	\$83,790	\$89,183	\$93,230
14	\$62,694	\$65,497	\$68,372	\$75,600	\$86,379	\$86,379	\$86,437	\$92,001	\$96,085
15	\$62,694	\$65,497	\$68,372	\$75,600	\$88,626	\$88,626	\$88,683	\$94,393	\$98,583
16	\$62,694	\$65,497	\$68,372	\$75,600	\$90,398	\$90,398	\$90,456	\$96,280	\$100,554

NOTES:

1. All employees covered by the collective bargaining agreement shall be paid the amount listed on the salary schedule.
2. Yearly increases in hourly wages for teachers involved in driver education will be computed on the basis of average percentage increase. The computational method is as follows: Previous year dollar per hour X Salary increase of base X average salary factor = new dollar per hour amount.
3. In computing the number of additional college credits for salary purposes on initial placement on the schedule, the date a person receives a bachelor or master degree in education will be the starting point. Credits earned in excess of those needed for a degree, at the time the degree is awarded, will not be counted.
4. In computing steps for longevity, an individual can only move one incremental step a year.
5. Credit for out-of-state teaching experience shall be counted as follows: Full credit for up to four years of experience. One-half credit for out-of-state experience beyond four years to a maximum of ten years in all.

6. A half year (90 student days) of teaching experience will count as a whole year when establishing longevity steps.
7. Ten (10) SPI approved clock hours will count as one (1) quarter hour.
8. Teachers completing timesheets for paid hours of approved work must submit those timesheets within 30 calendar days of when the hours were worked. Timesheets must be signed by the building supervisor prior to submission to the district office.

APPENDIX B

SOUTH BEND SCHOOL DISTRICT | 2022-2023 Academic Calendar

<p>29-30 All-staff training 31 First Day of School</p> <p>1</p>	<p>AUGUST '22</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr> <tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr> <tr><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	Th	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				<p>20 Presidents' Day 15 Staff Work Day 27-28 Mid-winter Break</p> <p>16</p>	<p>FEBRUARY '23</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr> <tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr> <tr><td>26</td><td>27</td><td>28</td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	Th	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																		
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APPENDIX C

STATEMENT OF PROCEDURE FOR ADJUSTING GRIEVANCES

I PURPOSE

The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of grievances of the Association and the individual certificated employees of the District. It is agreed that it is in the best interest of employees, Association and the District not to have grievances filed that are superfluous; likewise, it is in the best interest of all parties that grievances be dealt with rapidly and with every effort toward resolution at the lowest level possible.

II DEFINITIONS

As used in this Appendix:

- (A) "Grievance" means a claim by the Association or individual certificated employee, that an agreement between the District and the Association has been violated, misinterpreted, misapplied, or applied unevenly or unfairly.
- (B) "Grievant" means the Association or individual certificated employee of the District having a grievance; and
- (C) "Certificated Employee" means any employee of the District as provided in Art. I § B of the collective bargaining agreement; and
- (D) "Association" means the South Bend Education Association; and
- (E) "District" means South Bend School District No. 118; and
- (F) "Superintendent" means the District's chief administrative officer; and
- (G) "Principals" mean building principals responsible for building units; and
- (H) "Grievance Review Request Form": means a printed form utilized in the process of adjusting grievances under this Appendix. A specimen of the Grievance Request Form is attached to this Appendix at the end.
- (I) Words denoting gender shall include the masculine, feminine, and neuter, and words denoting number shall include both the singular and the plural.

III GENERAL CONDITIONS

(A) Time limits: The adjustment of grievances shall be accomplished as rapidly as is possible. The number of days within which each step shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed in this Appendix may be extended by mutual consent of the grievant and the District. To the extent that time limits are expressed in days, the days shall consist of school days except that after June 1st, they shall consist of all weekdays so that the grievance may be adjusted before the close of the school year or as soon thereafter as is possible.

(B) Representation: At each formal step in the procedure the grievant may be represented by a representative of the Association; however, the Association shall not be obligated to represent any grievant at any step of the procedure and whether it does so shall lie within its sole discretion. Any grievant shall have the right at any time to present grievances and to utilize each step of this procedure with counsel of his own choice and without the intervention of the Association so long as the resulting adjustment does not conflict with the terms of any agreement between the District and the Association. Provided that the Association has been given an opportunity to have its representative present at all meetings, hearings, and other proceedings giving rise to the adjustment.

(C) Confidentiality: All matters pertaining to specific grievances shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed or divulged by any participant in the grievance adjusting process or by any employee or director of the District. All documents, communications and records dealing with grievances and their adjustment shall be filed separately from the grievant's personnel file and two years after the adjustment has resulted, all such documents, communications and records, excepting a record of the grievance and the final adjustment thereof, shall be destroyed. If the grievant so requests in writing, a record of the final adjustment of his grievance shall be placed in his personnel file.

(D) Freedom from reprisal: Individuals involved in grievance adjustment proceedings, whether as a grievant, a witness, a representative of the Association, or otherwise, shall not suffer any restraint, interference, discrimination, coercion or reprisal on account of their participation in the grievance adjusting process.

(E) Assistance in investigation: During the course of any investigation by the Association, either to determine whether it will represent a grievant or to enable it to represent the grievant effectively, the District shall cooperate with the Association and furnish to it such information germane to the grievance as the Association may request.

(F) Release from duty: If attendance at any meeting, hearing, appeals or other proceedings relating to the grievance adjusting process, whether as a grievant, a witness, a representative of

the Association requires an employee's absence from his regular duty assignment, he shall be released from such duty assignment without loss of pay or other penalty.

PROCEDURES

Every effort shall be made to resolve grievances, or potential grievances, through free and informal communications between the grievant and his immediate administrative supervisor. However, if such informal process fails to provide an acceptable adjustment of the grievance, then the grievance may be processed as follows:

STEP 1: The grievant, or at his request the Association on his behalf, may submit an executed Grievance Review Request Form to the grievant's immediate administrative supervisor who shall arrange for a meeting to take place within four (4) ~~four~~ days after receipt of the form. Grievances must be filed at this step within ten (10) days of the incident giving rise to the grievance. Others who might contribute to better understanding of the facts and issues or to an acceptable adjustment of the grievance may be at the meeting. The supervisor shall provide the grievant and the Association with a written response to the Grievance Review Request within two (2) days after the meeting.

STEP 2: If the grievance is not adjusted at STEP 1 to the satisfaction of the grievant, then the grievant, or at his request the Association acting on his behalf, may refer the grievance to the Superintendent within six (6) days after receipt of the answer prescribed in STEP 1 or within eight (8) after the meeting prescribed in STEP 1 is held, whichever is the later. The Superintendent shall arrange to meet with the grievant and with representatives of the Association within four (4) days after the receipt of the grievance. The Superintendent shall provide the grievant and the Association with a written response to the Grievance Review Request within two (2) days after the meeting.

If a demand for arbitration is not filed with the Superintendent within (15) days of the date on which the meeting prescribed in STEP 2 is held, then the grievance shall be deemed withdrawn.

STEP 3: Arbitration. In the event a demand for arbitration is filed, the grievant and Superintendent shall select one person from the local or immediate adjacent communities who is mutually acceptable for binding arbitration of the grievance. If one person cannot be found who is mutually acceptable, the Superintendent and grievant shall each shall select one person from the local or immediate adjacent communities who is mutually acceptable to represent them ~~him~~. The two representatives shall select a third party from the local or immediate adjacent communities who is mutually agreeable to them for binding arbitration.

The arbitrator or the arbitration committee shall be sent a letter (by the grievance committee of the Association and by the Superintendent) stating the pertinent facts relative to the grievance and shall be accompanied by all official documentation accumulated at prior steps within the grievance policy. Neither the District nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator or arbitration committee, which has not been

disclosed to the other previously. The arbitration committee grievance decision shall be binding on both parties. The School District shall within ten (10) days act in accordance with the recommendation of the arbiter or the arbitration committee. All expenses incurred resulting from binding arbitration shall be shared equally by the employee organization and the school district.

DEVIATIONS FROM PROCEDURE

By agreement of the grievant and the Superintendent, STEP 1 of this procedure or STEP 2 of this procedure, or both STEPS 1 and 2 of the procedure, may be bypassed and the grievance initiated at the next step level. Grievances involving the Association and grievances involving an administrator above the level of building principal may be initiated at STEP 2 at the sole option of the grievant.

EXCLUSION OF CERTAIN MATTERS

Matters for which another method of review is required by law shall be excluded from this grievance procedure.

APPENDIX D

CERTIFICATED STAFF REDUCTION POLICY

The Board of Directors will determine the necessity for and the extent of staff reductions after receiving the recommendation of the Superintendent. The following, in the order listed, will be the factors considered in determining the educational program or service to be provided in educational program or service.

A. Educational Program or Service

In making a recommendation on the educational program or services to be provided by the District, the Superintendent and his staff shall give consideration to the following factors:

1. The needs of students as developed by historical subject enrollments of students, requirements for graduation, requirements for accreditation, and minimum program requirements.
2. The funds available for the implementation of the educational program or service.
3. The curriculum offerings based on the material developed under subdivisions 1 and 2 above.
4. The positions needed to operate the educational program or services developed under 1, 2, and 3 above.

B. Certificated Staff

If an educational program or service in the District is to be reduced, modified, or eliminated, the Superintendent and his staff shall develop a list of certificated employees to be recommended to the Board of Directors for retention by the District to fill the positions needed to operate the educational program or services. The following criteria shall be applied in the order in which they are listed to the staff and to the administrative and support staff in developing the list of certificated employees for retention.

1. Classroom Teachers A teacher shall possess an appropriate valid Washington State Certificate for the particular position being filled. Certificated staff members with a continuing or standard certificate shall be selected over for retention over certificated staff members with a conditional, temporary, residency or an initial certificate.

2. Preparation College Training and Experience

- a. **P3** a person must have major, or 35-quarter hours in elementary education. The requirement of college preparation shall be waived for any certificated employees if he or she has taught in the elementary program for one (1) of the four (4) previous years.

- b. **4-6** a person must have major, or minor, or 35-quarter hours in elementary education. The requirement of college preparation shall be waived for any certificated employee if he or she has taught in the elementary program for one of the four previous years.
- c. **7-12** a person must have college training or teaching experience in at least 60 percent of the subject areas (3 out of 5 period day) for a secondary teaching position. College training is defined as a minimum of 9-quarter hours.
- d. **Special Education** In order to qualify as a Special Education teacher, the certificated employee must meet the requirements set forth by the Superintendent of Public Instruction in WAC 392-172A-02090.

3. Certificated Support Staff

a. Definition

The certificated support staff shall consist of psychologists, counselors and social workers.

b. Certification

Certificated support staff members with a continuing or standard educational staff associate credentials then holding a position shall be selected over Certificated support staff members with a conditional, temporary, residency or an initial educational staff associate credential. Certificated support staff members shall have the special credential or certificate required for the particular position.

4. Length of Service

When more than one person qualifies for a particular staff position under the criteria listed above, the person with the greatest length of service in the supportive staff position shall be given the position.

5. Additional Preparation

When more than one person qualifies for a particular position under the criteria listed above, the person who has achieved the greatest number of quarter hours of college credit beyond a bachelor's degree shall be given the position.

Staff

C. Board Review and Action

The Board of Directors shall review the recommendation of the Superintendent. After review, the Board shall take such action as may be necessary and such notice shall be given certificated staff members as required by law. All certificated employees who receive notice of probable cause will be placed in a District employment pool and will be considered for any vacancy in the District, which thereafter occurs unless qualified employees are not available for a particular position in the employment pool. In filling any vacancy, the same

criteria specified above shall be used. The term "vacancy" shall be liberally construed and shall include all positions that may become available for any reasons. All certificated employees will be retained in the District employment pool for a period of two years with period ending on June 30th. In addition, all employees affected by the Reduction in Force will be placed on the substitute list and will be considered first for employment as a substitute.

A person who is retained under the curtailed program may choose to take a leave of absence for one school year with a guarantee of returning at the end of the leave of absence, unless given notice of probable cause for his or her nonrenewal as required by law. This leave of absence must have the approval of the Board of Directors. The "vacancy" created shall be filled in accordance with the above provision.

Appendix E Extra-Curricular

Freshman Class Advisor (Approximately 38 hours)

Job Duties:

- Organize elections
- Fund raising (concessions, extra fundraisers)
- Quarterly Meetings
- Meet with parents as needed

Sophomore Class Advisor (Approximately 38 hours)

Job Duties:

- Organize elections
- Fund raising (concessions, extra fundraisers)
- Quarterly Meetings
- Meet with parents as needed

Junior Class Advisor (Approximately 51 hours)

Job Duties:

- Ordering decorations for Class Day/Graduation
- Decorating the gym for Class Day/Graduation (with the class)
- Organize elections
- Fund raising - (concessions, extra fundraisers)
- Quarterly Meetings)

Senior Class Advisor (Approximately 93 hours)

Job Duties:

- Senior Parent Information Night presentation
- Fundraising for Sr. Trip (multiple events)
- Regular communication with students and parents (meetings, phone calls)

Guide students through the process of determining a number of details related to Class Day and Graduation

Planning the Senior Trip

Chaperoning the Senior Trip

Helping students get dressed etc. the night of Graduation

Pep Club Advisor (Approximately 57 hours)

Job Duties:

Meet regularly with Pep Club members

Plan a number of assemblies throughout the year

Plan Homecoming assemblies

Planning and carrying out Homecoming ceremony (twice)

Order Homecoming decorations, crowns, etc. (twice)

Decorating/clean-up for dances (twice)

Chaperone Dance

Secure DJ for Homecoming (twice)

Organize Spirit Weeks (twice a year)

Supervise/coordinate sign making for gym(s) and field

Encourage attendance at games

Elections

Honor Society Advisor (Approximately 30 hours)

Job Duties:

Honor Society Induction

Honor Society elections

Lead community service

Organize tutoring (honor society members to other students)

Monthly Officer Meetings (Honor Society Requirements)

Monthly Regular Meetings (Honor Society Requirements)

Key Club Advisor (Approximately 51 hours)

Job Duties:

- Liaison with Kiwanis Club
- Attend some Kiwanis Club meetings
- Elections
- Multiple community service opportunities (organization, carrying out, etc.)
- Fair gates (most years)

Junior High ASB Advisor (Approximately 86 hours)

Job Duties:

- Weekly meetings with ASB officers
- Evening events (2-3)
- Plan and supervise dances (2)
- Fundraising (concessions, car washes, etc.)
- Supervise sign making, campus decoration
- Community service opportunities (depends on the eagerness of the ASB officers)
- Organize elections
- Plan and supervise assemblies (some years, depends on the kids involved)

Hispanic Latino Club Advisor (Approximately 75 hours)

Job Duties:

- Fundraising
- Cultural Events (for example, Day of the Dead)
- Field Trips - organize and supervise
- Regular meetings
- Recruitment
- Participation in school events (Holiday assembly)
- Student Store (once a week) - includes ordering product for store
- Elections

Knowledge Bowl Advisor (Approximately 62 hours)

Job Duties:

Fundraising (some years)

Practices (varies)

Competitions (varies)

Drama Club Advisor (Approximately 145 hours)

Job Duties:

Fundraising

Regular meetings

Choosing the yearly play

Auditions for the yearly play

Extensive practices for the play

Theater Time

Organizing transportation for the play

Directing the play

Coordinating with local theater, payment, etc.

Non-Academic Specific Supplemental Contract Hourly Wage		
0 years in position	3 years in position	6 + years in position
\$22	\$25	\$28

Specific Academic Supplemental Contracts (per diem)

Construction/Trades Extended (15 days)

Agriculture Extended (26 days)

Pep Band (10 days)

Mentors (per hour)

Annual (up to 15 days by timesheet)

SOUTH BEND SCHOOL DISTRICT NO. 118

GRIEVANCE REVIEW REQUEST

This form is to be utilized in initiating a grievance review pursuant to the procedure.

The completed, signed Grievance Review Request must be submitted in presenting a grievance at Steps 1, 2, and 3. The form must be addressed and delivered to the appropriate administrative supervisor at Step 1, and to the Superintendent at Steps 2 and 3.

TO: _____

NAME

TITLE

Grievant's Name _____

Home Address _____

Phone _____

Position (or Title) _____

School _____ Department _____

1. Consistent with the procedure for adjusting grievances, I have taken the following actions: (Indicate specifically by name and title who has officially reviewed the grievance to date.)

STEP 1 _____

STEP 2 _____

2. The nature of my grievance is: (use reverse side if necessary and include the provisions of the agreement you believe have been violated)

3. The adjustment I am recommending and seeking is:

Signature _____ Date _____