

# COLLECTIVE BARGAINING AGREEMENT

*between*



**Bethel**  
SCHOOLS



**Bethel**  
Education Association

2023-24



2024-25



2025-26

**COLLECTIVE BARGAINING AGREEMENT**

*Between  
Bethel School District #403  
and  
Bethel Education Association*

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## SHARED COMMITMENTS

These shared commitments are not subject to Article 10 Grievance Procedure.

The parties agree it is paramount that the District and the Association work collaboratively to address the challenge of improving the quality of public education. We have the best chance of meeting this challenge if we continue to work together. Focused and intentional work, guided by our mutual interests, will ensure that our students are prepared to lead productive lives in a democratic society. The District and the Association are committed to the development of a trusting, respectful environment where the participation of all school employees in the work of improving student learning is encouraged and expected. Our collaborative efforts to develop trust and respect in the organization will focus on a strong commitment to:

- Equitable opportunities for all students
- Engagement of parent(s)/guardian(s) and community
- Diversity, cultural inclusion, mutual respect, and fairness
- Accountability for results
- People are our greatest asset, dedicated and determined to serve our learning community

The Association and the District believe in the value of working together to address these mutual interests:

- We believe in open communication that starts at the building level, values each party, is collaborative, non-judgmental, and encourages growth and innovation with a focus on the improvement of student learning.
- We have a shared responsibility to advocate for mechanisms that are inclusive of historically marginalized groups among staff and students, and to work to dismantle systemic and institutional racism.
- We are especially committed to continued work that recognizes and celebrates the unique and diverse perspectives, experiences, and cultural identities of our staff, students, and community.
- We believe in delivering instruction and services which move us towards a diverse, equitable, and inclusive society.



## **DEFINITION OF PARTIES**

This Agreement is made and entered into by and between the Bethel School District No. 403, Pierce County, Washington, hereinafter called the "District" and the Bethel Education Association, hereinafter called the "Association." The District and the Association may hereinafter be referred to as the "Parties."

The term(s) employee(s) or certificated employee(s), as used herein, shall be defined as certificated employees in the bargaining unit defined in Article 1 of this Agreement.

## **ARTICLE 1 RECOGNITION**

The District recognizes the Association, an affiliate of WEA and NEA, as the sole and exclusive collective bargaining representative, as defined in RCW 41.59, for all regular certificated employees under certificated contract with the District, represented substitutes as defined below, or employees on leave. Excluded shall be: all classified employees, all supervisory employees, including but not limited to, superintendents, assistant superintendents, associate superintendents, coordinators, directors, principals, assistant principals, vice principals, supervisors, and confidential employees as defined in RCW 41.59.

"Represented substitute teachers" refers to certificated employees hired for more than twenty (20) consecutive days in the same position or more than thirty (30) days during any twelve-month period beginning or ending in the current school year (refer to Appendix A). The District will supply the Association with a substitute monthly work list. In return, the Association will recommend those substitute teachers whom the Association believes have qualified as represented substitute teachers. The District will not use scheduling to prevent a substitute teacher from achieving represented status. Failure to employ or not to re-employ a substitute teacher by the District is not subject to the provisions of this contract, shall not be considered a disciplinary action, and is not grievable.

If the Association and the District do not agree to the inclusion in, or exclusion from, the bargaining unit of a newly created position, the matter shall be referred to the Public Employment Relations Commission (PERC) for resolution.

Although the Association may have other functions with which it may involve itself, the District only recognizes the Association's function as being for the purpose of collective bargaining.

The District recognizes its obligation to bargain pursuant to RCW 41.59 providing that disputes regarding such obligation shall be adjudicated by PERC.

## **ARTICLE 2 MANAGEMENT**

There is reserved exclusively to the District all responsibilities, powers, rights, and authority vested in it or implied by the laws and constitution of Washington and the United States, or which have been heretofore exercised by it, excepting where the District expressly and in specific terms has agreed to limit those rights in this Agreement.

By way of illustration and without limiting or abridging the generality or specificity of the above right, the following pertains:

- (A) To manage and administer the school system, its properties and facilities and to direct its administrators, teachers, and other employees in the execution of their duties. To make such operating changes as deemed advisable for efficient, effective operation of the District, including the right to subcontract work. However, every effort shall be made to fill these positions with current District Highly Qualified certificated employees first.
- (B) To determine work and position requirements, and applicant and employee qualifications, to supervise and evaluate all employees and programs, to determine the conditions for continued employment, to determine the standards of performance required and whether work shall be performed by employees, to assign duties, responsibilities, and the place of work of teachers, and to promote, reassign, and transfer any such employees.
- (C) To determine and establish levels and courses of study and instruction (including but not restricted to special programs), athletic, recreational, social, and other events for students, and to determine the basic and accepted methods of instruction, to adopt textbooks and other teaching materials and aids, and to determine other supplies, materials, and equipment as it deems advisable.
- (D) To determine standards of behavior, discipline and order of students in the schools, and procedures for the enforcement of such rules.
- (E) To develop and control the annual budget for the District and to submit to its electorate such propositions for authority to borrow monies or to levy such taxes, as it may deem necessary, and to exercise full control over the financial affairs of the District.
- (F) To develop and implement policies, rules, procedures, and regulations as required by law or as it deems advisable for the operation of the District.

The District's failure to exercise any function hereby reserved to it, or its exercising of any such function in a particular way, shall not be deemed a waiver of its right to exercise such function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

### ***Section 1 – Administrative Leave***

An employee may be temporarily removed from their regular assignment pending an investigation into alleged misconduct. This action shall not be considered disciplinary and shall be an administrative leave with full pay and benefits.

The employee will be provided written notice of the allegation(s) or alleged incident that is being investigated. Prior to a meeting taking place, the employee will be notified of their right to Association representation.

The Association will be notified at the time an employee is placed on administrative leave, unless the employee requests otherwise in writing. The District will begin its investigation as quickly as possible.

### ***Section 2 – Statewide Dropout Reengagement Program***

The Association recognizes the District's obligation to comply with RCW 28A.175. The District therefore may enter into an interlocal agreement consistent with the statutory frameworks provided for in RCW 28A. 175.

## **ARTICLE 3 ASSOCIATION RIGHTS**

### ***Section 1 – School Facilities***

School facilities may be used for Association meetings at reasonable times during non-duty hours provided such meetings do not interfere with normal school operations. Arrangements for such use shall be made with the building administrator. The District reserves the right to require reasonable rental fees when there are, and based upon, costs involved to the District.

The Association shall hold the District harmless for claims arising from accidents, theft or other loss or damage resulting from the Association's use of District equipment or facilities.

The Association shall reimburse the District for all losses or damages to equipment or property caused by the Association or its agents.

### ***Section 2 – Access to Buildings***

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property when it does not interrupt normal school operations or assigned duties of employees. The Association representative shall check in with a building administrator, if available, or if not, building office personnel prior to contacting employees in that building. The building will provide adequate bulletin board space for the Association at each site where employees work.

### ***Section 3 – Requests for Information***

The District shall honor reasonable requests from the Association for non-confidential District information as is necessary for the Association to perform its representation function. Quantity requests or such information requiring added staff time to supply shall be furnished when possible at cost. Except for information requests provided for in Article 10, Section 7, any such requests must be made in writing by the Association president or chief negotiator to the Superintendent or designee.

### ***Section 4 – Mail Services***

To the extent it does not overtax building mailbox facilities, the District shall permit Association use of the District courier service for distribution of Association communications materials. Such materials shall be clearly labeled as Association business, display the name of the authorizing Association representative and shall not defame any individual, group, or agency. Partisan political materials shall not be distributed through the school district's mail or e-mail service. The District shall permit the Association to use District email for Association communications as permitted by law.

### ***Section 5 – Committee Members***

When the District desires Association input on District-level committees, the request for Association representation shall be made to the Association President at least two weeks prior to any scheduled meeting. When the Association desires input on District-level committees, the request for representation shall be made to the appropriate District administrator.

The District shall supply the Association with a list of members for those committees/task forces specifically cited within this agreement. Those rosters will also be available on the district website.

### ***Section 6 – Requests for Information***

The District will notify the Association President when public requests are made for group data regarding the Association membership.

### ***Section 7 – Meeting with the Superintendent***

The Superintendent and the President of the Association will meet at least monthly during the student school year. Other meetings may be scheduled at other mutually agreeable times.

### ***Section 8 – New Employee Orientation***

The District will provide thirty (30) minutes for the Association to be on the agenda of the new employee orientation meetings.

## **ARTICLE 4      RELEASE OF EMPLOYEES' NAMES**

On or before October 1 of each year, and every month thereafter for the remainder of the school year, the District shall furnish to the Association a list of names of employees under contract with the District, including, to the extent such information has been furnished by the employee or is otherwise available for release by the District, employees' addresses, telephone numbers, school and home email, hire date, primary assignment, full time equivalency (FTE), and building assignments.

The District will comply with Washington State Law with regard to the release of employee information to the Association.

## **ARTICLE 5 DEDUCTIONS**

### ***Section 1 – Dues, Deductions and Fees***

Association Dues: The Association, which is the legally recognized exclusive bargaining representative of the employees as described in the "Recognition" clause of this Collective Bargaining Agreement, shall have the right to have deducted from the salary of members of the Association an amount equal to the fees and dues required for membership in the Bethel Education Association, WEA and NEA, upon submission of the dues deduction and authorization form signed by the members. Payroll deduction shall also be available for members who wish to contribute to WEA-PAC and the NEA Fund for Children and Public Education.

The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing to WEA by the employee. Upon receiving an authorization, the employer will start deductions for new members for the next available payroll period, according to the usual administrative cycle. The District shall be held harmless by the Association, including reasonable attorney fees for an attorney mutually agreeable to the parties, for compliance with this Article.

### ***Section 2 – Substitute Dues***

Represented substitutes, as defined in Article 1, will be identified by the Association on a monthly basis. The District shall deduct dues in the amount specified by the Association from the pay of substitute employees for whom authorization forms have been submitted. The District shall remit all dues deducted on behalf of substitutes to the Association on the first working day of each month. For June, the fees shall be paid to the Association on or before June 30 of the current contract year. The District shall be held harmless by the Association, including reasonable attorney fees for an attorney mutually agreeable to the parties, for compliance with this Article.

### ***Section 3 – Other Deductions***

The District, upon receipt of authorization from an employee, shall deduct from said employee's salary and make appropriate remittance for insurance plans, tax-sheltered annuities, credit unions, all as mutually approved by the District and Association, and other plans or programs, including annuities, approved by the District or as required by law.

## **ARTICLE 6      ASSOCIATION PRESIDENT - RELEASE TIME**

The District shall grant release time up to a maximum of full-time release for one school year to an employee elected or appointed President of the Association.

If less than full time, the release time must be arranged to the mutual satisfaction of the Association and the District.

Request for such release time shall be made by the Association President not less than thirty (30) calendar days prior to commencement of the release time and shall specify the termination date of the release time. The release time shall be for regular, consistent periods of time rather than on an irregular schedule.

The Association shall reimburse the District for the Association President release time. The reimbursement will include all sources of compensation and benefits, provided in the basic contract. No documentation for enrichment is required. Basic contract includes those items listed on the salary schedule (i.e., base salary, enrichment, school directed meeting times, and state professional learning days). Any additional stipend the President receives, as determined by the Association, shall be paid by the District as extended days and reimbursed by the Association. Compensation that exceeds the highest paid employee in the Association will not be accepted by the Department of Retirement Services.

The District shall bill the Association for President release time no later than August 20 of the concluding school year.

Presidential release time, however, shall not penalize the employee's standing with regard to position and movement on the salary schedule, seniority, retirement, insurance, and other benefits, eligibility, and rights accorded other employees covered by provisions of this Agreement unless specifically limited by law or State regulation.

An Association President returning from a leave of absence shall be placed in the same or similar position.

These provisions will operate in compliance with Washington State Law and Department of Retirement Systems (DRS) regulation.

## **ARTICLE 7      ASSOCIATION LEAVE**

A total of forty-five (45) days leave shall be granted per year for Association business. No more than seven (7) employees shall be allowed Association leave at one time, and each such leave shall be no longer than five (5) days except by mutual agreement.

Employees in attendance at conferences, seminars, and symposiums for the Association must have prior written approval of the Association President. Notification of leave requests shall be submitted by the Association President in writing to the District at least five (5) days before the leave is to take effect. Such leave shall be granted by the District, except in unusual circumstances. The Association shall reimburse the District for the cost of the substitute.

Additional Association leave (not included in the forty-five (45) day total and not limited to the seven (7) employees at one time) shall be granted for the following:

- (A) Association bargaining team members will be released to prepare and train for negotiations. The Association will reimburse the District for the cost of substitutes.
- (B) Association bargaining team members will be released for bargaining sessions with the District. The Association will reimburse the District for the cost of substitutes.
- (C) Association members who are elected to the annual WEA representative assembly will be released. The Association will reimburse the District for the cost of substitutes.
- (D) Association members who are elected or appointed to WEA or NEA positions requiring more than fourteen (14) days of release time will be released. The Association (WEA and/or NEA) will pay the cost of the employee in such positions.

The District shall bill the Association within 60 calendar days of leave used by the Association.

## **ARTICLE 8 RIGHTS OF EMPLOYEES**

*\*The following link(s) and/or legal policy references are provided for information purposes only. The information contained in this reference/link/citation is separate from this agreement, is subject to change by the appropriate authority, and is not eligible for grievances.*

### **Section 1 – Discrimination**

There shall be no unlawful discrimination by either the Association or the District with respect to any employee because of such employee's age, gender, military/veteran status, sexual orientation, gender identity/expression, marital status, race, religion, ethnicity, national origin, or the presence of any sensory, mental, or physical disability unless based upon a bona fide occupational qualification, provided that the prohibition against discrimination because of such disability shall not apply if the particular disability prevents the proper performance of the particular employee involved.

The parties shall not discriminate against any member of the bargaining unit because of such individual's domicile or membership or non-membership in the Association.

Employees shall be entitled to full rights of citizenship in their off-duty private lives as granted to citizens generally.

### **Section 2 – Evaluation of Students**

The District recognizes the teacher as competent to evaluate students. However, should a request be made to change a final term grade, the administrator and teacher will confer regarding that decision if the teacher is available. In the event the teacher is not available, a notation will be made to indicate that the grade was changed by the administrator. A notation will also be made as to which administrator made the change. All parties shall be notified of the outcome.

The District will not conduct open comparison of individual employees by means of student data. Formalized Federal/State/District testing results will not be the basis for evaluating employees. Building staff will use data to improve student achievement in the development and implementation of strategic learning plans. This section does not supersede state law, Article 20 Evaluation, or the practice of using data to improve instruction.

In the event a Special Services employee would like to use a new assessment tool, the employee will submit a request to the supervising administrator outlining the need for the assessment. The supervising administrator will organize a committee to review the need for a new assessment tool and potential various assessment tools that would meet the need outlined in the request. The Executive Director will have final approval.

### **Section 3 – Just Cause**

An employee shall not be disciplined without just cause. Any disciplinary action taken against an employee shall be consistent with the standards/principles of progressive discipline, District policy or established work rule. Board policy 5281 addresses certain components of disciplinary action and discharge and may serve as a useful resource.

Investigations of employees resulting from complaints or accusations made against them shall take place in an expeditious manner. The District shall make every effort to resolve such matters at the lowest level. Upon request, the District will advise the union, as authorized by the employee, as to the general status of pending investigations.

A complaint made against an employee by a parent, student, or other person shall not become the basis for disciplinary action against the employee unless the employee has had opportunity to hear and reply to such complaint. Such complaints, including the name of the complainant, shall be brought to the attention of the employee involved within fifteen (15) workdays of the receipt of said complaint. The aforementioned notification requirement may be suspended by the District if so directed by law enforcement. Any complaint or accusation not called to the attention of the certificated employee shall not be used as the basis for disciplinary action. Employees may request that a meeting take place between the complainant and the affected employee before any disciplinary action is taken. In the event that an allegation of misconduct is investigated and not supported by the available evidence, such records shall be retained in the District to



substantiate that a thorough investigation was conducted and concluded. Records will be retained following the district's record retention schedule.

Employees will not be required to search other employees or their personal possessions. Under ordinary circumstances, employees will not be required to search students, their personal possessions, or lockers. An employee shall be entitled to have present, if desired, (an) Association representative(s) or in-building Association member(s) of the employee's choice during any meeting at which the employee is questioned by the District regarding issues that could result in disciplinary actions against the employee; however, this provision shall not apply to verbal reprimands or warnings.

Letters of Direction are not disciplinary in nature.

## **ARTICLE 9 NO STRIKE/LOCKOUT**

During the life of this Agreement the Association and members of the bargaining unit, as individuals or as a group(s), shall not cause or participate in any strike, or picketing or any other restriction of work against the District. Employees shall not honor any picket line established at or around any District building. Disciplinary action, including discharge, may be taken by the District against employees violating this Article.

During the life of this Agreement, the District shall not lock out members of the bargaining unit. Failure to hold school due to an Act of God or utility failure shall not be considered a lockout.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

### ***Section 1 – Definition***

For the purpose of this Agreement, a grievance is defined as an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement charged against the District by an employee. In the event there is a grievance which affects the Association as a corporate entity, the Association shall have the right to grieve, in written form, directly to the Superintendent at Step 2.

### ***Section 2 – Informal Procedure***

Effort shall be made to settle grievances at the lowest possible level of the grievance procedure. The employee and/or Association representative shall first promptly attempt to meet and resolve any problem relative to an alleged violation, misinterpretation, or misapplication of a provision of this Agreement informally between the employee and their principal or immediate supervisor. The employee may elect to have Association representation at the informal level.

### ***Section 3 – Formal Grievance Procedure***

A formal grievance shall be referred back to the informal process if the employee and/or Association representative attempts to bypass the Section 2 Informal Procedures without attempting to resolve the grievance at this level. Grievances shall be processed in the following manner and within the stated time limits (days as used herein shall refer to days both the aggrieved employee and administrator are on duty):

**Step 1** If, according to the employee, the problem is not resolved informally it shall be reduced to writing by the employee on the appropriate grievance form and shall be submitted by the employee as a grievance to the principal or immediate administrator within fifteen (15) days after the facts upon which the grievance is based first occur, or first become known, or should have become known to the employee. The written grievance shall state the fact(s) upon which it is based, the issue involved, any Agreement provisions allegedly violated, and the relief sought. The principal or immediate administrator shall meet with the grievant and endeavor to properly resolve the matter within fifteen (15) days after receipt of the written grievance. The principal or immediate administrator shall give written answer to the employee within ten (10) days thereafter. An extension may be filed at the mutual agreement of the parties.

If the employee feels the grievance is still not resolved, the employee may refer the matter to Step 2.

**Step 2** If the grievant feels the grievance is still not resolved and wishes to appeal the grievance further, he or she may refer the matter in writing to the Executive Director of Human Resources within ten (10) days after receiving the principal's or immediate administrator's written answer. The Executive Director or designee shall review the matter and arrange for necessary discussions with the grievant within ten (10) days after receipt of the written grievance. The Executive Director shall give written answer to the employee within ten (10) days thereafter.

**Step 3** If the grievant is unsatisfied with the disposition in Step 2 of the grievance procedure, the grievant may, within ten (10) days, request the permission of the Association to submit the matter to arbitration. The Association shall determine whether to submit the matter to arbitration and notify the employee and the District of its decision within ten (10) days of receiving the request.

The Association shall provide notice of intent to arbitrate to the District in writing. Except for Association grievances as defined in Section 1, submission of any grievance to arbitration shall require the grieving employee's consent.

Any grievance relating to interpretation or application of the specific provision(s) of the Agreement may be submitted to arbitration unless excluded by the other provisions of the Agreement or this Article.

To effectuate arbitration, the Association shall request within the ten (10) days a list of arbitrators from either the Federal Mediation and Conciliation Service (FMCS), or American Arbitration Association (AAA) in accordance with their rules, which likewise govern the arbitration proceeding.

The scope of the arbitrator's authority shall be limited to grievances arising from specific provisions of the Agreement, and the arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

The arbitrator shall have no power or authority to rule on any of the following:

- (A) The termination of services or failure to re-employ any employee to a position on the supplemental salary or extra pay schedule.
- (B) Any matter involving employee evaluation, provided that evaluation procedures shall be subject to the arbitrator's authority.
- (C) Any matter involving nonrenewal, discharge, or probation where other remedy is provided by law.
- (D) Any matter specifically excluded in any other provision of the Agreement.

The arbitrator shall render a decision within thirty (30) calendar days following the conclusion of the arbitration hearing or submission of any post-hearing briefs. The parties shall have thirty (30) days in which to submit such briefs.

Each party shall bear its own costs of arbitration, except that the cost of the arbitrator, court cost (reporter, hearing room, etc.) shall be shared equally by the District and the Association.

The decision or award shall set forth the arbitrator's finding of fact, reasoning, and conclusions on the issues submitted and shall be final and binding on all parties.

#### ***Section 4 – Representation***

The grievant shall have the right to have Association representatives, not more than two, present during the formal discussion in Steps 1 and 2. Such discussion shall not interfere with the employee's normal duties.

Nothing contained herein shall be construed to prevent any employee from processing a grievance through Step 2 without Association representation. However, the District shall give the Association the opportunity to be present at any formal step of the grievance procedure and make its views known.

#### ***Section 5 – Confidentiality***

All matters relating to specific grievances shall be confidential information and shall not be indiscriminately related, disclosed or divulged by the Association or its representatives or by the District. All documents, communications, and records dealing with grievances and their adjustment shall be filed separately from the grievant's personnel file.

#### ***Section 6 – Protection***

Individuals involved in grievance adjustment proceedings, whether as a grievant, witness, representative of the Association or District, or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal on account of their participation or lack of participation in grievance hearings by either the Association or the District.

#### ***Section 7 – Information***

During the course of any grievance investigation by the Association, the District shall furnish such necessary and reasonable information germane to the case as the Association may request and the Association shall do likewise for the District.

#### ***Section 8 – Procedures***

Grievance hearings shall be held at reasonable times and places that do not conflict with the working day unless otherwise mutually agreed. Grievances not pursued to the next step within the time limitations set forth shall be deemed waived. When grievances are not responded to by the District within the time limits set forth, the grievant may proceed to the next step of the grievance procedure.

#### ***Section 9 – Substitute Costs***

If attendance at Step 3 grievance hearings between the District and the Association, whether as a grievant, a witness, or advocate, requires an employee's absence from the employee's regular duty assignment, the Association or the District shall stand the expense of the substitute, depending on which had requested the employee's involvement.

## **ARTICLE 11 ACADEMIC FREEDOM & RESPONSIBILITY**

*\*The following link(s) and/or legal policy references are provided for information purposes only. The information contained in this reference/link/citation is separate from this agreement, is subject to change by the appropriate authority, and is not eligible for grievances.*

Employees shall be free to think and to express ideas free from undue pressures of authority. Such freedom must be unrestricted except as it conflicts with the basic responsibility to utilize an approved District course of study which each employee must accept.

The principle of academic freedom for employees shall not supersede these basic responsibilities:

- (A) a commitment to the democratic tradition as a way of life
- (B) a concern for the welfare, growth, and development of children
- (C) an insistence upon objective scholarship
- (D) support the Constitution of the United States and the State of Washington

### **Section 1 – Curriculum Flexibility**

The employee shall be deemed competent and responsible to assist in designing the curriculum, in conformity with the laws of Washington and rules and regulations of the local as well as the State Board of Education.

The District recognizes the professionalism of its teaching staff. Consistent with the requirements of RCW 28A.150.240, teachers will be afforded flexibility to direct and control the studies of their pupils, taking into consideration individual differences among pupils, providing that all pupils shall receive instruction in such prescribed courses of study as are required by law and regulations.

Teachers will exercise this flexibility in collaboration with the building administrator. It is recognized that evaluators may provide guidance and direction to ensure student learning is occurring in alignment with standards and assessments. Teachers will be encouraged to utilize available systems of support including curriculum/planning materials, professional development, building administration, and applicable District support staff.

### **Section 2 – Curriculum**

The District is responsible for providing teachers with District-adopted curriculum materials relative to their specific teaching assignment. District [policy 2020](#) (May 24, 2016) details the process for adoption of instructional materials.

Any common assessments that are available will be given to PLCs prior to the beginning of the term for analysis. PLCs will review assessments, grading rubrics, standards, and/or other tools utilized to evaluate a student's learning.

Employees will exercise professional judgment in determining when and how to modify or supplement lessons to meet the needs of students. Every effort shall be made to use the District print shop as often as possible for required and supplemental curriculum. Teachers are encouraged to work collaboratively to meet the learning needs of students.

It must be recognized that, consistent with the maturity level of the students, an effective teaching technique may include the free interchange of ideas that will lead to a clearer understanding of the problem at hand. This must be accomplished within the framework of the preceding paragraphs on academic freedom.

The employee shall be allowed to access appropriate and relevant Internet sites necessary for academic or job-specific research.

In the presentation of controversial issues, the employee is responsible to make every effort to carry out the study in a manner in which the students: (1) keep the objectives of the study clearly in mind; (2) understand the issues involved and their implications, and; (3) reach their own conclusions regarding the issue.

Employees shall not be expected to be financially responsible for missing materials and equipment that are used by their students, other students, or other employees.

***Section 3 – Special Education***

Special Education teachers, upon request, shall have the adopted student and teacher instructional materials. Adopted materials may include textbooks/kits, supplemental materials, and technology site licenses, utilized in classes with adopted curriculum. [Currently available instructional materials link.](#)

***Section 4 - Training***

When new curriculum or technology is adopted, employees will be provided with training or release time to learn the new materials. In classes that have required curriculum, each teacher shall have access to a set of instructional materials. For more information, please [click here.](#)

## **ARTICLE 12 PLANNING TIME**

### ***Section 1 – General***

Planning time is for the employee to prepare, plan, and confer with students, parents/guardians, administration, or staff. Regularly scheduled meetings shall not be mandated during planning time.

The 30 minutes immediately before and the 30 minutes immediately after the student day and the 30-minute duty-free lunch are not to be considered planning time. The 30 minutes before and after the student day may be adjusted to accommodate student contact time requirements as required by state law.

Employees shall have one (1) class period per day for instructional planning except for assigned supervisory duties and meetings of faculty members. The normal daily planning time minimum is 45-minutes except as otherwise provided in this article or as necessitated by assemblies, inclement weather, late starts, testing, and similar activities.

Full time employees who do not receive a normal daily plan time shall have not less than 225 minutes of planning time per five (5) day period. This may be averaged over a 10-day period for employees that don't have a regular daily plan period. The 225 minutes may be adjusted based on days/weeks with holidays/vacations/etc., assemblies, inclement weather, late starts, testing and similar activities similar to how staff with a daily plan time would be impacted. The principal will collaborate with staff to address any concerns.

In the event that the administration requires an employee to cover a class during their normal planning period the employee will be paid the flat rate of fifty dollars (\$50.00). Employees who cover less than a full class period will receive a prorated amount at the same rate.

A process will be developed at the building level for class coverage which may include coverage during individual plan time, a building rotation of personnel, splitting classes, etc. The District will make every effort to assign on an equitable basis based on the needs of the building. Principals/Building Leadership teams shall not include canceling specialists and/or services in their standard coverage plans. When possible, provisional educators shall be included in the rotation once for every three (3) cycles.

The principal will, in collaboration with teachers, schedule passing time to and from specialist classrooms as needed to ensure contracted planning time.

### ***Section 2 – Plan Period Buyout***

An employee selected to teach a regularly-assigned class during their planning period will be issued a supplemental contract and shall receive compensation based on the relationship between the planning period(s) bought out and the total number of class periods offered at that school each day. Compensation shall be determined based on a percentage of the employee's annual salary; i.e., one (1) planning period bought out in a six (6) period day for one (1) school year equals 1/6<sup>th</sup> (one-sixth) of their annual salary, one (1) planning period bought out in a five (5) period day for one school year equals 1/5<sup>th</sup> (one-fifth) of their annual salary, etc. Compensation is to be prorated based on the number of days of such assignment. All positions to be filled with a buyout of planning time shall be emailed to all eligible building employees five (5) business days prior to interviewing for the position. A building administrator will meet with each interested staff member prior to filling the plan period buyout.

### ***Section 3 – Uncovered Classroom***

If students from an uncovered classroom/specialist teacher are distributed to two or more employees, the employees sharing the load will divide the hourly rate of fifty dollars (\$50.00) per hour for the time covered, up to an entire day of three hundred dollars (\$300.00) for six student-contact hours. Preschool and transition lab teachers with program staff (i.e., paraeducators) will divide fifty dollars (\$50.00) per session (i.e., AM/PM), up to an entire day of one hundred dollars (\$100.00) for six student-contact hours.

### ***Section 4 – Staff Meetings***

Only one (1) staff meeting (e.g., of the entire staff) shall be held per week, except in the event of a crisis or emergency situation necessitating additional meetings.

Within the first two months of school, each building will conduct a staff meeting to review the projected building budget, expenditure plan, and other matters concerning the operation of the school.

**Section 5 – Supervisory Duties**

Every effort will be made to schedule paid supervisory duties on an equitable basis.

**Section 6 – Traveling Employee Pay**

The supervisor of the traveling employee will work out a schedule that provides for contracted planning time. If this is not possible, the employee will be paid for planning time lost at a prorated rate.



## **ARTICLE 13 PERSONNEL FILES**

### ***Section 1 – District Personnel File***

Employees shall have the right, upon reasonable notice, to inspect the contents of their personnel file. Inspection shall be in the presence of a District representative.

File materials shall be reproduced for the employee as promptly as feasible, if requested. The employee shall pay for the expense of such reproduction in cases of litigation against the District.

No materials derogatory of the employee's conduct, service, character, or personality, shall be placed in the file unless the employee has opportunity to read them. The employee shall acknowledge having read the material by affixing their signature to the actual copy to be filed. Such signature shall not signify that the employee agrees with the content of the material. Such materials shall be removed upon request of the employee from the file after three (3) years of its inclusion in the file provided no incident of a similar nature occurs during this three (3) year period, except where prohibited by state (RCWs) and federal law and/or the Washington Administrative Code (WACs) and OSPI memorandums. Materials may be retained if they represent serious misconduct or potential legal liability for the District.

If the District decides to place materials in the personnel file, the employee shall have the right to answer any material filed and their answer shall be reviewed and signed by a District representative and attached to the file copy of the pertinent material. The District representative's signature shall not signify agreement with the rebuttal.

No material from the file shall be duplicated and furnished to any agency or individual without the permission of the employee involved. Public information normally available will be an exception to this rule.

An Association representative at the employee's request may be present during a review of said employee's file.

### ***Section 2 – Site Administrator Files***

Employee-related materials in administrative working files shall be removed one year from the date of inclusion to the end of the following school year.

## **ARTICLE 14 STUDENT BEHAVIOR**

### ***Section 1 – General***

Effective behavior systems shall emphasize proactive and prevention-focused routines that build relationships with students and ensure safe learning spaces for students and staff. All staff, including the administrative team, must explicitly teach, actively monitor, and reinforce school-wide expectations for conduct.

Employees shall operate within state law and District policy in maintaining order and positive student behavior in their classrooms at all times. The District shall support employees in their effort to maintain behavior expectations and shall respond as soon as possible to an employee's concerns regarding discipline problems. At all times during the student day, an administrator will be accessible to handle student discipline problems.

Authority for employees to use prudent discipline measures for the safety and well-being of students and employees shall be supported by the District provided that: (1) employees have followed established District policy and procedures, and: (2) employees, when appropriate, provide supporting documentation of behavior that led to the incident and efforts made to correct same. Protocols shall be established at each building to provide assistance to employees who have students who are behaviorally challenged.

### ***Section 2 – District Behavior Task Force***

The Behavior Task Force (BTF) is a collaborative group of building/district administrators, elementary and secondary staff members, and other stakeholders who meet regularly to develop a menu of strategies and/or supports. The BTF will annually make recommendations for proactive and prevention focused routines and relevant policies/legal changes related to student discipline. The BTF will provide an example of a school-wide discipline plan to each school and require the use of a common template to support district-wide consistency and calibration.

### ***Section 3 – Building Behavior Team***

Buildings must establish a behavior team that will use data for the development and refinement of positive strategies and interventions to reduce classroom exclusions.

- The team shall meet regularly and communicate any necessary adjustments to the building staff.
- The Behavior Team shall review the recommendations provided by the District Behavior Task Force.
- By the end of the current school year, the principal/designee and the building behavior team will review the school-wide discipline plan and collect input from the staff to get information needed for any updates to the school-wide discipline plan.

The elements of the school-wide discipline plan will include:

- A rapid response plan for emergencies that may occur in the building, playground, or campus.
- Recommended appropriate consequences for students who do not comply with standards, including, but not limited to, students who falsely accuse an employee of misconduct. Such standards shall be consistent with provisions of this Agreement and appropriate statutes.
- Process for student exclusions.
- A list of building resources and applicable staff (i.e., social worker, nurses, campus safety, administration, etc.)
- A process for referring students to the intervention team(s).

On the back to school staff meeting day, the principal/designee will facilitate a review of the school-wide discipline plan.

### ***Section 4 – Exclusions***

A student who has been excluded from class in compliance with state law and District policy shall not be returned to that class until the teacher and the administrator have conferred or for two (2) days, whichever occurs first (RCW 28A.600.020). Conferencing privately allows the teacher and administrator an opportunity to discuss the situation to ensure the highest probability of the student returning successfully to the classroom.

An administrator will confer with the impacted educator on how they can collaboratively best support the student's return to the classroom.

**Section 5 – Room Clears**

A room clear will trigger a review of behavior plans, interventions, and create referral to the Multi-Tiered System of Supports (MTSS) team.

When many students observe extreme violence or aggression resulting in a major disruption to the educational process, the teacher will confer with the building principal/designee on the need for and most appropriate communication approach with families.

The district shall provide additional resources to employees who deal with violent or aggressive students. The employee and building administrator shall meet and discuss next steps to provide for the safety and well-being of staff and other students.

**Section 6 – Resource Bank**

Employees with students whose behavior or disability negatively affects the learning of other students, or students who have unique learning needs, shall have access to the Resource Bank.

- (A) The Resource Bank will be funded at \$54,000 each year. The Resource Bank team will be composed of a building administrator, a support staff person, and a classroom teacher. The Resource Bank team will annually review the Resource Bank information contained in this Agreement. The resource team has the authority to allocate resources from the site Resource Bank to implement the proposed solution(s).
- (B) Teachers requesting assistance must first follow the school site discipline plan and fill out a classroom modification checklist to show strategies used. This checklist must be brought to the teacher's conference with the resource bank team. If the student involved is a special education student, the teacher must first contact Special Services and utilize the options available through that department.

Resources that may be provided include team problem solving, materials, time, and/or training. The resources will be allocated on a first-come, first-served basis with a priority given to first-time users. Not following the procedures or a complete depletion of available resources are the only reasons to deny assistance from the Resource Bank team. Assistance will begin within a reasonable time.

Employees using the Resource Bank will be responsible for completing a checklist evaluating its effectiveness.

## **ARTICLE 15 ENROLLING NEW STUDENTS**

Students entering Bethel schools should not be placed in their permanent classroom for a minimum of 24 hours after entry except where prohibited by law. This wait allows the receiving teacher to organize their classroom to prepare for the new student, and to consult with the principal/counselor regarding placement. During this 24-hour period, (one school day), the school may do entry testing, gather information about the student from the previous school, use a student greeter to orient the student to the school or other activities before the school day is over. If the parent/guardian is agreeable, the student may return home until the following day. However, the parent/guardian has the right to insist that the student stay at the school for the full day.

Consideration needs to be given to class composition when placing new students in classrooms.

### **Section 1 – Notice**

*\*The following link(s) and/or legal policy references are provided for information purposes only. The information contained in this reference/link/citation is separate from this agreement, is subject to change by the appropriate authority, and is not eligible for grievances.*

*This section is intended to be consistent with board policies [3120](#) (1/26/21) and [3143](#) (1/26/21) and is subject to change based on applicable law.*

If the district receives information that a student has a history of disciplinary actions, criminal or violent behavior, or other behavior that indicates the student could be a threat to the safety of staff or students, the student's teachers and building security personnel will be informed.

When the principal receives notification of juvenile offenders as provided for in law, the principal must provide the information received about the student to every teacher of the student and to any other personnel who, in the judgment of the principal, supervises the student or for security purposes should be aware of the student's record. The information that the principal must provide is based on any written records that the principal maintains or receives from a juvenile court administrator or a law enforcement agency regarding the student.

## **ARTICLE 16 RESPONSIBILITY FOR CARE OF SCHOOL PROPERTY**

The employee shall supervise the room and the equipment furnished while instructing in said facilities. The employee shall attempt to ascertain any person or persons responsible for damage to such property and shall confer with the supervisor relative thereto. The status of work orders will be available.

## **ARTICLE 17 SHARED DECISION-MAKING**

Decisions, which directly impact the learner, are often best made at the school level where the needs of the learner are best known. A shared decision-making model that involves all employees will build trust, will result in higher quality decisions, will ensure ownership of decisions, and will create a base of support for school initiatives.

### **BUILDING LEADERSHIP TEAMS**

Building Leadership Teams should strive to incorporate diverse ideas, viewpoints, and backgrounds, while making decisions that reflect the values and needs of the community. Building Leadership Team positions will be posted annually through a building-level application process. Building Leadership Team meetings shall be open to all interested employees. Agendas will be distributed to staff at least 24 hours before the meeting and minutes will be distributed within 48 hours after the meeting.

Decisions by Building Leadership Teams shall be supported with the consensus of the entire building staff.

*This following Article 18 is contingent on full levy funding with the exception of Section 1.*

## **ARTICLE 18 WORKING PERIODS**

### **Section 1 – Work Year**

The normal work year shall be one hundred eighty (180) days. These days are contingent on continued state funding. The length of the normal workday shall be seven and one-half (7-1/2) hours including a thirty (30) minute duty-free lunch period for regular employees and represented substitutes. All additional workdays shall be provided under provisions of extended or supplemental contracts. Employees new to the District have an additional day at the beginning of the school year, compensated at the District-approved curriculum/committee work rate of pay.

The last day of school for students will be the last contracted day for one hundred and eighty (180) day employees.

### **Section 2 – Caseload Management & Individualized Education Program (IEP) Compensation**

Caseload managers who are responsible for writing IEPs shall receive one thousand seven hundred fifty dollars (\$1750.00) annually. IEPs completed beyond twenty-five (25) shall be compensated at the rate of eighty-five dollars (\$85.00) per IEP, including IEPs written as a result of re-evaluations. Itinerant case managers (i.e. occupational therapists, physical therapists, speech language pathologists, and vision therapists) are not eligible for the one thousand seven hundred fifty dollars (\$1750.00) case manager stipend. In lieu of the one thousand seven hundred fifty dollars (\$1750.00) case manager stipend, itinerant case managers will instead be compensated at the rate of sixty dollars (\$60.00) per IEP.

### **Section 3 – Professional Responsibility**

- A. The District and Association agree and affirm the following beliefs: 1) the success of the District is dependent upon hiring and retaining the highest quality employees; 2) providing a quality education for students requires from employees a commitment to the profession beyond the base contract, normal workday hours and school year; 3) the District has added additional compensation for additional time, additional responsibilities, or incentives to the base salary and 4) the time necessary to fulfill any one employee's responsibilities will vary from that of another educator as determined by the individual's own professional judgment.
- B. The additional compensation in base salary recognizes that employees will provide a reasonable and professionally responsible level of service in the following areas:
  1. Work connected for the preparation of school opening
  2. Work connected with the conclusion of the school year
  3. Conferencing/communicating with students/families/student led conferences
  4. Supporting school/student activities
  5. Providing individual help to students
  6. Evaluating student work, including preparation of progress reports and report cards
  7. Workshops, classes, and in-service work
  8. Researching educational materials and supplies
  9. Improving and maintaining professional skills
  10. Preparation and revision of materials
  11. Planning with other employees in areas of instruction and curriculum
  12. Working with computers and other technology as related to educational uses
  13. Attending District and/or school-connected meetings such as PTSA, etc.
  14. Attending IEP meetings to participate as required by law and to fulfill professional responsibilities
  15. Other professional responsibilities not specifically covered by other provisions of this agreement or qualifying as enrichment

### **Enrichment**

In addition to base pay each employee will be offered an enrichment supplemental service agreement. The agreement shall be made up of three (3) separate categories and paid out in roughly equal amounts over the course of the contract year. The activities encompassed by this agreement must qualify for enrichment under RCW 28A.150.276 and all related statutes, administrative codes, and related authorities. Employees will receive a pro-rated enrichment agreement based on the employee's full-time equivalency (FTE).

A. Bethel Professional Learning	\$2,000.00
B. Back to School	\$1,500.00
C. Responsibility	\$1,900.00

Employees hired after the start of the contract year will receive a prorated portion based on their FTE of the enrichment stipend. It is the employee's responsibility to submit the designated documentation to the District no later than June 30. Enrichment compensation is subject to recapture if the employee has not provided the designated documentation by the end of the school year. Compensation for items A) Bethel Professional Learning and B) Back to School are subject to immediate recapture due to lack of participation as detailed herein.

**Bethel Professional Learning (BPL):** The purpose of BPL days are district-directed learning days meant to further district/building initiatives. Employees are required to attend two (2) BPL days or three (3) BPL days for provisional employees. The allocated amount for this category includes both the BPL itself and the responsibility to plan, practice, explore new ideas, and implement what was learned over the course of the school year. Employees who do not attend BPL training days will be deducted a relative portion of their BPL allocation (i.e., one day equals half the allocation or one-third for provisional employees).

**Back to School:** The back-to-school component of the enrichment stipend is for staff to prepare for the upcoming school year. Employees who do not attend the Back-to-School Staff Meeting will be deducted five hundred dollars (\$500.00) of the Back-to-School portion of the enrichment stipend. The following are a sample of activities that are included under this provision:

1. Back-to-School Staff Meeting
2. Annual training videos including Safe Schools
3. Classroom setup
4. Back to School/Open House
5. Collaboration time with PLC/PLT/Stakeholders
6. Intervention (tier 2 & 3)
7. Assessment review
8. Instructional cycle review
9. Student data review and analysis
10. IEP meetings, review, and planning
11. 504 meetings, review, and planning
12. Family/Community meetings

**Responsibility:** Responsibility are for those enrichment activities that occur during the school year, outside of the employee's base contract, and qualify for enrichment as provided above. Examples of allowable activities under this provision are below.

1. Staff meetings
2. IEP/SIT meetings
3. Committee meetings
4. Open Houses/Curriculum Nights/Building Events
5. Designated district/building activities
6. Graduation
7. Approved community activities

**Section 4 – Counselors/Social Workers and District Psychologists**

Secondary school counselors and social workers, at their option, shall have a minimum of thirty-five (35) additional hours for middle school or seventy (70) additional hours for high school beyond their 180-day contract for the purpose of scheduling students.

Elementary counselors and social workers shall have a minimum of fourteen (14) hours beyond their 180-day contract.



These employees shall have flexibility in scheduling this time with administrator approval. The distribution and use of this time shall be a collaborative decision between the employee and the school principal. If agreement cannot be reached, the evaluator will provide final direction along with an explanation. District Psychologists shall have a minimum of seventy (70) additional hours beyond their 180-day contract for the purpose of reviewing student records, completing file reviews, meeting with parents/guardians, and ensuring appropriate placement. The Executive Director of Special Services shall direct the scheduling and use of these days.

**Section 5 – Librarian**

School librarians, at their option, shall be provided additional hours beyond their base (180 days) contract. This work is to be accomplished before or after the student school year on scheduled District business days. Hours shall be provided based on the October 1st building enrollment (FTE): 400 or less, twenty-one (21) hours; 401 to 800, thirty-five (35) hours; 801 or more, forty-two (42) hours). These employees shall have flexibility in scheduling this time with administrator approval. The distribution and use of this time shall be a collaborative decision between the employee and the school principal. If agreement cannot be reached, the evaluator will provide final direction along with an explanation.

<b>Student Enrollment</b>	<b>Additional Days</b>
400 or less	21 hours
401 to 800	35 hours
801 or more	42 hours

**Section 6 – CTE Employees**

Career and Technical Education (CTE) employees may apply for extra pay for District-approved special projects that extend beyond the contracted day or occur on non-contracted days. The distribution of hours shall be approved by the CTE director.

**Section 7 – Nurses**

Nurses will receive up to seventy (70) additional hours beyond their base (180 days) contract. These employees shall have flexibility in scheduling this time with administrator approval. The distribution and use of this time shall be a collaborative decision between the employee and their evaluator. If agreement cannot be reached, the evaluator will provide final direction along with an explanation.

**Section 8 – Student Behavior Analysts, Speech Language Pathologists, Occupational Therapists, Physical Therapists, Audiologists, and Vision Specialists**

Student Behavior Analysts, Speech Language Pathologists, Occupational Therapists, Physical Therapists, Audiologists and Vision Specialists shall have a minimum of thirty-five (35) hours prior to the start of the school year for the purpose of reviewing student records, completing file reviews, meeting with parents, and ensuring appropriate placement. The Executive Director of Special Services shall direct the scheduling and use of this time.

**Section 9 – Split Classrooms**

Combination classes create particular challenges that must be recognized and addressed to create the best teaching/learning environment possible. Evaluators shall take into account the particular difficulties of such an assignment, e.g., classroom management and curricula for two groups. When there is a need to create a combination class, affected teachers and the principal will work cooperatively to decide the best grouping for the combination class. The team will give due consideration to academic, environmental, and behavioral influences that may impact class composition. When combination classes are initially formed, the number of students assigned to the combination class shall be smaller than single-grade classes.

**Section 10 – Secondary Co-Teaching**

Co-teaching partnerships require educators to make joint instructional decisions and share responsibility and accountability for all student learning. Class composition shall be considered when creating classes and/or when class changes are made. In addition to regularly scheduled planning time, Secondary Co-Teachers will be provided a maximum of fourteen (14) hours to be submitted on a timesheet for the purpose of co-planning and/or professional development in support of inclusionary practices.

**Section 11 – Secondary Shelter Instruction**

Sheltered instruction is a method of teaching English Language Learners to support their development in language proficiency and academic skills while providing equitable access to content knowledge. Class composition shall be considered when creating classes and/or when class changes are made. Sheltered instruction classrooms will have a maximum capacity of thirty (30) students.

**Section 12 – Multilingual Education (MLE)**

The District will make a good faith effort to equalize workload and minimize the number of buildings assigned to MLE staff members.

## **ARTICLE 19 EMPLOYEE ABSENCES**

Each employee shall have the responsibility to notify the District's human resources office as soon as possible when said employee is to be absent for illness or is returning from an absence. District procedures for handling absences shall be made available to each employee.

An employee shall be responsible for making plans and materials available for the assistance of the substitute.

Any employee with a request for absence for illness or emergency not otherwise provided for herein shall discuss the request for the absence with the appropriate supervisor. If approved, the supervisor shall arrange for a substitute, which shall be paid by the District.

Any absence, except as otherwise provided in this Agreement, shall be deducted pro rata as the number of days absent relates to the number of contracted days.

## **ARTICLE 20 EVALUATION**

### **Section 1 – General**

Employees who are members of the bargaining unit (collectively referred to as "employees" herein) shall be evaluated during each school year in accordance with RCW 28A.405 and the procedures and criteria set forth herein.

The purpose of evaluation is to promote improved instruction, professional growth, and effective job-specific practices. An evaluation system must encourage good faith and mutual respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity. Observations shall be conducted openly and with the knowledge of the employee and shall be documented on the observation section of the observation and evaluation report appropriate to the employee's position. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class for evaluation purposes without the prior knowledge of the employee. Consistent with the following evaluation procedures, employees shall be placed on one of three tracks: Comprehensive, Focused, or Professional Assistance.

The judgments reflected in staff evaluations will be based on the professional performance of the employee.

Employees may request a change in evaluators by October 15<sup>th</sup>. This [form](#) will be available via the district website.

### **Section 2 – Definitions**

*See other definitions in WAC 392.191A*

- (A) Classroom Teacher - Those staff with an assigned group of students who provide academically focused instruction and grades for students, see WAC 181-79A-140.
- (B) Support Personnel - An employee who provides services to students and holds one or more of the educational staff association certificates pursuant to WAC 18-79A-140(5).
- (C) Evaluator – A certificated administrator who is responsible for evaluating certificated employees. Before evaluating classroom teachers using the evaluation systems required under RCW 28A.405.100, principals and administrators must annually engage in professional development to maximize rater agreement.

Associate Administrators working on their administrative credential may evaluate employees under the following conditions:

1. No more than four (4) certificated staff will be evaluated by an Associate Administrator.
  2. Employees evaluated by an Associate Administrator will have no substantial performance concerns (i.e. have finished the previous evaluation year with an overall rating of 3 or above).
  3. If serious concerns become apparent, the employee will be transferred to a regular evaluator.
  4. Employees may, at their option, request to be evaluated by a regular evaluator.
- (D) Criteria – Shall mean one of the eight (8) state-defined categories to be scored.
  - (E) Component – Shall mean the subsection(s) of each criterion.
  - (F) Student Growth – Shall mean the change in student achievement between two points in time. Student growth data means relevant multiple measures that can include classroom-based, school-based, school district-based, and state-based tools.
  - (G) Evidence/Artifacts – 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. Evaluators will review all evidence/artifacts submitted by the teacher.

- (H) Observe/observation means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional framework rubrics.
- (I) Outside Evaluator - A qualified evaluator who is not responsible for the employee's immediate supervision.
- (J) Facilitator - A person who assists an employee in the formation and accomplishment of goals to promote professional growth and effective job-specific practices.
- (K) Three tracks of evaluation
  - (1) Comprehensive Track - Observations and documentation to assure that minimum criteria for effective employee performance are met.
  - (2) Focused Track - Collegial involvement to accomplish professional growth and effective job-specific practices.
  - (3) Professional Support Track - A positive process to assist employees who may not meet minimum performance criteria during the comprehensive evaluation period.

**Section 3 – Performance ratings — Descriptors**

- (1) Unsatisfactory: Professional practice at Level 1 shows evidence of not understanding the concepts underlying individual components of the criteria. This level of practice is ineffective and inefficient and may represent practice that is harmful to student learning progress, professional learning environment, or individual teaching or leading practice. This level requires immediate intervention.
- (2) Basic: Professional practice at Level 2 shows a developing understanding of the knowledge and skills of the criteria required to practice, but performance is inconsistent over a period of time due to lack of experience, expertise, and/or commitment. This level may be considered minimally competent for teachers early in their careers but insufficient for more experienced teachers. This level requires specific support.
- (3) Proficient: Professional practice at Level 3 shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional, and effective practice. Teaching and leading at this level utilizes a broad repertoire of strategies and activities to support student learning. At this level, teaching is strengthened and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional improvement.
- (4) Distinguished: Professional practice at Level 4 is that of a master professional whose practices operate at a qualitatively different level from those of other professional peers. To achieve this rating, a teacher would need to have received a majority of distinguished ratings on the criterion scores. A teacher at this level must show evidence of average to high impact on student growth. Ongoing, reflective teaching and leading is demonstrated through the highest level of expertise and commitment to all students' learning, challenging professional growth, and collaborative practice.

The intention of this section is to mirror the requirements of RCW 28A-405.100.

All classroom teachers shall receive a comprehensive summative evaluation at least once every six (6) years. A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating. The following categories of classroom teachers shall receive an annual comprehensive summative evaluation: Classroom teachers who are provisional employees under RCW 28A.405.220; Any classroom teacher who received a comprehensive summative evaluation performance rating of level 1 or level 2 in the previous school year. In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of level 3 or above in the previous school year may move to the focused evaluation track. See definition for classroom teacher RCW 28A.405.100.

For classroom teachers, the parties have agreed to the instructional framework developed by Charlotte Danielson as approved by OSPI.

## Student Growth

The purpose of the Student Growth Goal rubrics is to promote instructional practice that is culturally responsive, socially and emotionally literate, and inclusive of each and every student. Between setting the goal and determining student growth is where the instructional frameworks can be useful in supporting effective instruction that moves student learning forward.

Student growth goals will be determined by the teacher based on student needs. The principal will collaborate with the teacher to ensure the goal or goals meet the criterion as outlined in the framework. There will be a maximum of three (3) student growth components selected for comprehensive evaluations and a maximum of one (1) student growth component selected for focused evaluations. The monitoring of data from the assessments will be discussed and monitored as part of the school improvement plan process and professional learning communities.

Within two months of receiving a 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.

## Observation Report

Following each observation, or series of observations, the principal or other evaluator shall promptly document the results of the observation in writing (i.e. eVal or other written format), and shall provide the employee with a copy thereof within three (3) days after such report is prepared or within five (5) workdays of the observation. If the evaluator believes a teacher is progressing towards an overall rating of basic or less for the year, an observation report/progress report shall be provided. The report shall note the evaluation criterion and related components at risk of a rating of basic or below. The purpose of this report is to ensure the employee is aware of the deficiencies and can work toward the needed corrections. Any teacher, including those at risk of receiving less than proficient rating, may request an additional meeting to discuss areas of concern and possible remedies.

## Collaborative Assessment

Recognizing this evaluation as a growth model, the previous year's evaluation shall be used as a starting point. This rating remains the same throughout the year in the absence of evidence indicating a higher or lower rating. The teacher and administrator discuss and collaborate on the "areas of strength", "areas of growth" of the teacher's practice and "next steps". In the event that the administrator and teacher cannot come to agreement, the teacher will be given an opportunity to provide additional evidence of the teaching experience. If both the teacher and the evaluator agree on the score for a criterion, no evidence is required to be submitted for that criterion. When there is a disagreement on a scoring criterion, it is the responsibility of the teacher and evaluator to provide evidence to prove otherwise. If an agreement cannot be reached, then the administrator's assessment will be recorded. The employee may submit a rebuttal, which shall be attached to the report in their personnel file.

Upon request, teachers shall be granted a(an) additional observation(s) to provide evidence of proficiency.

## ***Section 4 – Criteria for Comprehensive Track***

Each employee in the Comprehensive Track shall be evaluated in accordance with the major criteria as set forth hereinafter, except in the event the Superintendent of Public Instruction, State of Washington, shall determine other or additional criteria. The criteria shown herein may be modified or changed, if necessary, to meet SPI directives.

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

### ***Section 5 – Observation and Evaluation Procedure, Comprehensive Track***

Minimum Observation Criteria During each school year all classroom teachers and certificated support personnel shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties. Total observation time for each employee for each school year shall be not less than sixty (60) minutes. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside the classroom setting. The evaluator shall recognize that evidence for the evaluation process may be more readily available to the employee in their work environment. To that end, the employee may request the evaluation conference be held in the classroom.

Provisional employees shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of their employment period. An employee in provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of the employee's duties and the total observation time for the school year shall not be less than ninety (90) minutes.

A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

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

### **Student Growth Criterion Score**

Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as student growth 3.1, 3.2, 6.1, 6.2, and 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average, or high based on the scores below.

1. 5-12 – Low
2. 13-17 – Average
3. 18-20 – High

The student growth impact rating is generated by combining the five student growth rubric components from criteria 3, 6, and 8, and is determined by the OSPI approved scoring band. Teachers with a distinguished summative criteria score and a low student growth impact rating cannot be rated higher than proficient. A low student growth impact rating triggers a student growth inquiry regardless of summative criteria score.

### ***Section 6 – Procedures for Focused Track***

Minimum Observation Criteria During each school year all classroom teachers and certificated support personnel shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties. Total observation time for each employee for each school year shall be not less than sixty (60) minutes. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside the classroom setting. The evaluator shall recognize that evidence for the evaluation process may be more readily available to the employee in their work environment. To that end, the employee may request the evaluation conference be held in the classroom.

In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of level 3 or above in the previous school year are required to complete a focused evaluation. A focused evaluation includes an assessment of one of the eight (8) criteria selected for a performance rating plus professional growth activities specifically linked to the selected criteria. A principal/evaluator will collaborate with the teacher on the teacher-selected criteria. Priority will be given to any criteria identified in a previous comprehensive summative evaluation as benefiting from additional attention or as an area of expertise to be further developed. A group of teachers may focus on the same evaluation criteria and share professional growth activities.

The evaluation of classroom teachers will include the following:

1. One of the eight (8) criterion for certificated classroom teachers must be assessed in every year that a comprehensive evaluation is not required.
2. The selected criterion must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention.
3. The evaluation must include an assessment of the criterion using the instructional framework rubrics and the superintendent of public instruction's approved student growth rubrics. More than one (1) measure of student growth data must be used in scoring the student growth rubrics.
4. The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 are selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics.
5. A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing at any time on or before December 15. Documented evidence of a performance deficiency must be provided to the teacher if the evaluator initiates the transfer. The documented evidence shall include the criterion and relative components placing the teacher at risk of a basic/unsatisfactory rating.

### ***Section 7 – Procedures for Professional Support Track***

When an employee receives an unsatisfactory or an experienced teacher receives a basic full comprehensive evaluation, the employee will be placed in the Professional Support Track.

The supervisor will serve as facilitator to the employee. A qualified evaluator not regularly employed in the District will evaluate the employee. While the employee is in the Professional Support track, the District will provide additional resources to assist the employee in completing a successful comprehensive evaluation. Such resources may include, but are not limited to, university course work, peer coaching, TOSA assistance, observation of other employees, reading material, and District staff development courses. Peer coaches will be provided release time or paid at the District-approved curriculum/committee work rate of pay. The building principal will facilitate release time for peer coaches as recommended by the outside evaluator.

An employee who successfully completes the Professional Support Track will return to the Comprehensive Track for the next full year. If upon return, the employee is again evaluated unsatisfactory or basic, the employee may be placed on Probation pursuant to Article 21.

Prior to the employer, or an authorized representative, taking any official action regarding Probation, a conference shall be held which includes the evaluator, the affected employee and their designated representative, and the Superintendent and/or designated representative.

### ***Section 8 – Evaluation Tools***

The Washington State eVal tool will be used by employees and principals to complete evaluations for employees on the comprehensive and focused evaluation tracks. Evaluators recognize that while some



evidence may need to be entered in eVal, many artifacts and evidence may be provided in other formats including discussion. The District will notify the Association if it intends to select a system to replace eVal.

***Section 9 - Extended Leaves/Partial Year of Employment***

Planned Departures – A timeline for completing observations and conferences shall be established within the given timeframe.

Should there be changes made by the Legislature to the State WACs governing TPEP, the District and the Association agree to open negotiations as soon as possible on the specific TPEP language affected by these changes.

[OSPI Teacher Principal Evaluation Project](#)

***Evaluation Cycle – Please see Appendix E-9***

## **ARTICLE 21 PROBATION**

### ***Section 1 – General***

The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in the employee's areas of deficiency. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the school district superintendent and need not be submitted to the board of directors for approval. A probationary period of sixty (60) school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than level 2.

Any change necessitated by 28A.405 will be addressed.

### ***Section 2 – Evaluation and Advisory Conference***

Prior to recommending an employee be placed on probation, the employee's supervisor shall complete an evaluation and confer with the employee to review the reasons probation may or will be recommended for that employee.

### ***Section 3 – Establishment of Probationary Period***

If the Superintendent concurs with the supervisor's judgment that the performance of an employee is unsatisfactory, the Superintendent shall place said employee on a probationary status. Said employee shall be given written notice of the action of the Superintendent which shall contain the following information:

- (A) specific areas of performance deficiencies
- (B) improvements required for acceptable performance
- (C) a suggested specific and reasonable program for improvement
- (D) a statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in the employee's area(s) of deficiency
- (E) If the District requires or recommends as part of probation that an employee take a class, the District shall pay for the cost of tuition and books for said class.

### ***Section 4 – Supervision During the Probationary Period***

- (A) Immediately following the delivery of a probationary letter, the principal or other supervisor shall meet with the probationary employee to discuss performance deficiencies and expectations and the remedial measures to be taken. When appropriate in the judgment of the supervisor, the supervisor may authorize one additional evaluator to evaluate the probationer and to aid the employee in improving the areas of deficiency.
- (B) During the probationary period the principal, supervisor, or other evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the probationary employee.
- (C) The probationary employee may be removed from probation at any time if the employee has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in the notice of probation.
- (D) Should any report of the employee's probationary status contain information not previously made known to the employee, the employee may submit a written statement which shall be appended to such report.

**Section 5 – Supervisor’s Post-Probation Report**

Unless the probationary employee has previously been removed from probation, the principal or other supervisor shall submit a written report to the Superintendent at the end of the probationary period which shall identify whether the performance of the probationary employee has improved and which shall set forth one of the following recommendations for further action:

- (A) That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
- (B) That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
- (C) That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to nonrenew the employment contract of the employee.

**Section 6 – Nonrenewal**

In the event the Superintendent determines that the employment contract of an employee should not be renewed for the next ensuing term, such employee shall be notified in writing on or before May 15 preceding the commencement of such school term. Such notification shall state the reasons for such determination. Procedures to be followed shall be as provided by law. Decisions to nonrenew provisional employees shall not be subject to the grievance procedure.

**Section 7 – Transfer/Leave**

Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from their assignment and placed into an alternative assignment for the remainder of the year. This reassignment may not displace another employee nor may it adversely affect the probationary employee’s compensation or benefits for the remainder of the employee’s contract year. If such reassignment is not possible, the District may, as its option, place the employee on paid leave for the balance of the contract term.

## **ARTICLE 22 EMPLOYEE STAFF REDUCTION**

### ***Section 1 – Staff Reduction***

In the event the District adopts a reduced educational program by reason of financial necessity, including, but not limited to, levy failure, decreased State or Federal support, employees who will be retained to implement the District's reduced or modified program and those employees who will be nonrenewed from employment or adversely affected in contract status shall be identified by the provisions contained in this Article.

### ***Section 2 – Procedures***

- (A) Employees with valid contracts will not be laid off during any school year. All layoffs will take effect immediately following the end of the school year. In the event of layoff, the District shall provide written notice to all affected employees on or before May 15 of the current school year.
- (B) In the event that the District anticipates a layoff of employees, the District will notify the Association prior to May 15.
- (C) Layoff shall be by seniority only. Seniority for members in the bargaining unit is defined as length of service within Washington State.
- (D) By November 1 of each school year the District will provide to the Association a seniority list ranking each employee from greatest to least seniority. It shall be the responsibility of each employee to verify their seniority ranking and promptly to report any discrepancy thereof in writing to the Association and the District. Each employee who, within fifteen days after posting, fails to notify the Association and the District that a discrepancy exists regarding their seniority ranking as posted, shall be presumed to have concurred with the seniority ranking ascribed to such employee on the posted list.

The District will update the seniority list ranking on March 1 to reflect any legitimate changes in experience, degrees, or credits. This will include staff who were hired after November 1.

- (E) When the parties resolve the discrepancy(s) or if no discrepancy(s) is reported, the finalized list shall be provided to the Association.
- (F) In the event of more than one individual employee having the same seniority ranking after applying the above provisions, all employees so affected will be ranked in accordance with the highest degree, then total number of education credits/clock hours beyond the BA degree submitted to the District as of October 1 of the then-current school year.
- (G) In the event more than one employee has the same number of credits after applying the above provisions, the affected employees shall be entered in a drawing, by lot, to determine position on the seniority list. The Association shall be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow the Association to be in attendance. The Association may have up to two representatives present to observe the drawing.

In the event it becomes necessary to lay off employees, the following procedure will be implemented:

1. Total staff requirements and projected student enrollment will be provided to the Association.
2. To fill staffing requirements, selection will be made from the seniority list in descending order from highest to lowest position. Where a working assignment requires special certification or endorsement by state regulations, such assignments shall be filled with employees currently holding such special certificates and/or endorsements.
3. Employees currently assigned in full-time positions shall be first assigned to all full-time positions consistent with their seniority and special certification and/or endorsement and shall not be obligated to any part-time position but may choose to accept such a position on a voluntary basis.
4. Employees currently assigned in part-time positions shall be assigned to part-time positions consistent with their seniority and special certification and/or endorsement.

5. Employees not assigned to a position will be notified of layoff in accordance with provisions of this Article, and will be recalled as positions become available.
6. It is understood and agreed that employees properly laid off pursuant to the terms hereof and in compliance with applicable law will not have a continuing contract guaranteeing them a position and a salary for the forthcoming academic year.
7. Recall Procedure: The District shall first recall by seniority, special certification, and/or endorsement all employees in the bargaining unit who have been laid off. The District may hire outside the seniority list if there is no one qualified to fill a position. Non-provisional employees will retain their continuing status upon rehire.
8. The District shall give written notice of recall from layoff by sending a registered or certified letter to said employee, at the employee's last known address. It shall be the responsibility of each employee to notify the District of any change in address. The employee's address as it appears on the District's records shall be conclusive when used in connection with layoffs, recall, or other notice to the employee.
9. Any employee so notified shall respond by the end of the second business day following receipt of said notice whether the employee accepts or rejects the position. If an employee rejects a position and such position is offered consistent with the provisions of this Article, the employee shall be considered to have resigned from the District.

**Section 3 – Staff Reduction Benefits**

- (A) All employees who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for a period of up to ten (10) months.
- (B) The District shall provide COBRA benefits to laid-off employees.
- (C) Laid-off employees will be provided the opportunity to substitute. Acceptance of substitute employment shall not jeopardize any rights or benefits herein provided.
- (D) All benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the employee upon return to active employment and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

**Section 4 – Administrative or Supervisory**

It is recognized that administrative or supervisory personnel, not included in the bargaining unit covered by this Agreement, may be eligible as determined by the District, using the criteria and qualifications described in Section 2, for retention in one or more of the employment categories.

## **ARTICLE 23 ASSIGNMENT AND TRANSFER**

Employees shall be assigned, reassigned, or transferred by the District on the basis of the employee's qualifications and the needs of the District.

### ***Section 1 – Definitions***

- (A) An assignment is defined as the academic subject or combination of subject areas in which an employee teaches or performs and/or the grade level or combination of grade levels in which an employee teaches or performs. An assignment filled by a reassignment is not considered a vacancy.
- (B) A reassignment is defined as a change in an employee's assignment within a school.
- (C) A voluntary reassignment shall mean an employee requested reassignment.
- (D) An involuntary reassignment shall mean a reassignment that the employee has not requested.
- (E) A transfer is a change of assignment from one school or program to another.
- (F) A voluntary transfer shall mean an employee requested transfer.
- (G) An involuntary transfer shall mean a transfer that an employee has not requested.
- (H) Building staff reduction shall mean the reassignment/transfer/involuntary transfer of staff due to a change or anticipated change in enrollment or program.
- (I) A vacancy exists after reassignments have taken place and a position remains unfilled within a building.
- (J) A new position shall mean a new teaching or specialty position that did not exist in the building or program the previous two years.

### ***Section 2 – General Provisions***

In the determination of assignments, reassignments, and transfers, the desires of the employees shall be considered. The primary method for employees to make their assignment preferences known is through their submission of the reassignment at current school or worksite survey discussed in section 4 of this article.

In filling new positions or vacancies through transfer and/or reassignment, the District shall endeavor to do so through the following processes listed in priority order:

- (A) Through voluntary reassignment within the same school
- (B) Through involuntary reassignment within the same school
- (C) Through involuntary transfer, with due considerations of avoiding involuntary reassignments or involuntary transfers through placement of new hires.

In the event of a staff reduction, staff on the recall list may receive priority above those staff who desire voluntary transfer.

### ***Section 3 – Posting of Vacancies***

Notices of vacancies shall be posted on the Bethel Website, [www.bethelsd.org](http://www.bethelsd.org), at least five (5) calendar days before said vacancies are filled. A link to the district's job posting system will be posted on Staff News. All employee postings will be sent electronically to the Association in a timely manner. Information shall be available that includes a statement of general qualifications pertaining to professional preparation and experience required for the vacancy as well as minimum qualifications required for the vacant position.

#### **Section 4 – Reassignment at Current School or Work Site**

On or before February 1 of each year an administrator will distribute an assignment preference form to each employee at a school or program to determine each employee's first, second, and third preference for the following year's assignment. Employees shall have five (5) work days to return the form. Should it become necessary to reassign staff the administrator will review the survey results and consult with affected staff.

The District or designee shall give tentative notice by the close of school to employees of assignments and changes in assignments for the following school year. After the close of school, the District or designee shall give written notice to employees of changes in assignments as soon as class schedules are determined.

Employees requesting reassignment at their current school or work site shall be given first consideration before new hires, and voluntary and involuntary transfers, so long as the following qualifications are met:

- (A) Appropriate teaching certificate and endorsement(s) or equivalent.
- (B) Prior successful experience in an assignment directly related to the open position or evidence of educational background that would reasonably qualify the employee for the open position.

Employees who received a rating of basic or below during the current or previous year or are on a plan of improvement, provisional status, probation or on a Professional Support Track are not eligible for a voluntary transfer or reassignment except by mutual agreement.

Employees completing their National Board Certification will be given due consideration when making assignment changes to limit interruption to the National Board Certification process.

For any employee involuntarily reassigned grade levels or to a new subject area, building administration will work proactively to support the employee in the new position. This may include classes, materials, mentoring or any other resource needed to assist the employee's successful transition. Upon their request, employees transferring classrooms will receive assistance from the District in moving instructional materials. Should an employee be required to change rooms within the same school, the employee will receive four (4) hours of pay at the District-approved curriculum/committee rate.

#### **Section 5 – Transfer Process**

Any employee who is eligible for transfer shall be granted an interview for any posted position for which the employee applied and is certified. Release from existing position after August 1 is contingent on finding a suitable replacement as determined by the District. If a suitable replacement is not obtained for the selected employee's current position, the vacancy will be reserved until the employee may be released or the following year. To apply for a posted position the employee shall follow the internal application procedures. The internal application, which will largely include contact information, experiences, resume, and references, will be a truncated and simplified version of the external application.

When a new school is opened, the District will share staffing needs and procedures with the Association. If funding is available, a core team will be formed. These core team positions shall be posted for ten (10) calendar days. All other positions for the new school shall be posted for ten (10) calendar days. Preference for all positions shall be for qualified in-district applicants.

#### **Section 6 – Involuntary Transfer**

An employee is subject to assignment, reassignment, or transfer to duties for which the employee is qualified through appropriate certification/endorsement. Any employee being involuntarily transferred shall have the right to a conference with the building administrator.

Seniority (i.e. the least senior in Washington State experience) shall be considered in deciding involuntary transfers.

In the event that building staff reduction is deemed necessary due to building enrollment adjustments, the District shall seek qualified volunteers. If no qualified volunteer is available within the appropriate department or grade level (K-5) within that building, involuntary transfers shall be done on a seniority basis. When an employee is involuntarily transferred, such employee shall have the opportunity to make known to the appropriate administrators their wishes regarding a new assignment. An employee who is involuntarily

transferred shall be transferred to an assignment for which the employee is qualified prior to the placement of employees seeking voluntary transfers or applicants from outside the District.

Employees who are involuntarily transferred will be given every consideration in returning to their previous assignment during the two (2) years immediately following transfer if openings at their previous assignment and for which they are qualified become available. Employees will exercise this option by applying for a vacancy through the internal application where they can indicate their desire to return.

For any employee involuntarily transferred grade levels or to a new subject area, building administration will work proactively to support the employee in the new position. This may include classes, materials, mentoring or any other resource needed to assist the employee's successful transition. Upon their request, employees transferred involuntarily will receive assistance from the District in moving instructional materials.

**Transfers During the School Year**

At least two (2) days of release time shall be given the affected employee in order to complete the move and become oriented to the new building if the involuntary transfer occurs within ten (10) days before the school year starts or during the school year.

For any employee involuntarily transferred during a school year, the employee shall receive at least five (5) school days notice before reporting to a new building. The employee has the option to waive this provision.

**Transfers Outside the School Year**

Employees transferred involuntarily will receive four (4) hours of pay at the District-approved curriculum/committee work rate. This pay may not be combined with release time or other compensation for transfers occurring during the school year.

***Section 7 – Notice***

Employees shall be notified as soon as possible and practical of any changes in their assignments/programs.

***Section 8 – Release from Contract***

Any employee who resigns from employment on or before the last student day of each school year shall be released from their contract. All releases after the last day of school will be contingent on the district being able to secure a suitable replacement as determined by the district. Releases will not be considered on/after August 1 unless jointly beneficial to the district and the employee.

The provisions above do not apply after the start of the contract term.

The District will release employees wishing to be released from their contracts based on military relocation orders anytime before/during the contract term. Official documentation should be provided to the district in a timely fashion to allow maximum time for coverage to be secured.



## **ARTICLE 24 STAFF DEVELOPMENT**

### ***Section 1 – General***

It is recognized that staff participation in staff development is paramount to district and school improvement efforts. To that end, staff will make it a priority to attend all staff development activities.

Payment for professional development covered by sections 2 and 5 is available to staff that attend and participate in professional development activities and document their participation on a building attendance roster. Leave, such as sick, emergency, personal, bereavement, etc., will not be permitted.

Clock hours will be offered for sections 4 and 5 consistent with district procedure.

If in-service funds are not available to release a teacher without loss of pay or benefits to attend a workshop or class held on school time, the District will allow, if the leave is granted, the teacher to pay the cost of a substitute to attend said workshop or class. The teacher will suffer no additional loss of pay or benefits. Such requests shall be appropriate to the teaching needs of the employee and the District and may be granted after due discussion with the building principal. If such request is denied, the reasons for the denial will be given to the employee in writing.

### ***Section 2 – School-Directed Meeting Times***

*The following Section 2 is contingent on full levy funding.*

The District will provide and direct 14-hours for school directed meeting time. These hours are not a part of the base contract and additional compensation will be paid for attendance and participation. This time may be used for staff meetings, committee work, PLC activities/meetings, for data reviews, and like activities. Not to include IEP meetings or other student specific meetings.

A schedule for these times will be made available to staff by the close of the preceding school year. Elementary and secondary programs may utilize different schedules but grade band schedules will be consistent. These hours will consist of 16 forty-five (45) minute meetings and 2 sixty (60) minute meetings. Staff consensus will determine whether the meetings will occur before or after school.

### ***Section 3 – Late Arrivals***

Late arrivals provide time for team collaboration, professional development to support building school improvement plan goals, as well as an opportunity for district professional development. There will be a total of twenty-nine (29) late arrival days. Twenty-one (21) days shall be planned by the PLC members. Eight (8) days shall be planned by the building/district.

PLC led late arrivals shall be planned by members of the learning community. Principals may assist staff with aligning agendas to the curriculum, instruction, and state and district learning goals and assessments. Planning for PLCs shall focus on the following questions:

- What do we expect our students to learn?
- How will we know they are learning?
- How will we respond when they don't learn?
- How will we respond if they already know it?

Employees that have the opportunity to join more than one PLC may elect which PLC to attend. The employee and employee's evaluator will then have a collaborative conversation to discuss the employee's choice. If agreement cannot be reached, the evaluator will provide final direction along with an explanation. ESAs, specialists, special programs, and CTE shall be able to meet in job-alike PLCs on PLC planned late arrivals.

### ***Section 4 – Waiver Days***

The District may apply for one or more basic education waivers under RCW 28A.300.750. When procured waivers are for professional development any subsequent plans must comply with and closely align with the

approved waiver application, the requirements of WAC 180-18-040, and all other applicable statutes and requirements, key among them being the following:

- A. The purpose and goals of the district's waiver plan are closely aligned with school improvement plans under WAC 180-16-220 and any district improvement plan;
- B. The plan explains goals of the waiver related to student achievement that are specific, measurable, and attainable;
- C. The plan states clear and specific activities to be undertaken that are based in evidence and likely to lead to attainment of the stated goals;
- D. The plan specifies at least one state or locally determined assessment or metric that will be used to collect evidence to show the degree to which the goals were attained;
- E. The plan describes in detail the participation of administrators, teachers, other district staff, parents, and the community in the development of the plan;
- F. The plan summarizes how the district considered equity in the development of the plan. This may include, but is not limited to, an equity analysis, community feedback, or other means to assess the consequences of the waiver.

### **Section 5 – State Professional Learning Days**

The district offers three (3) professional learning days contingent on state funding. These days are not a part of the 180-day contract and additional compensation will be paid for attendance and participation.

Professional learning is defined by RCW 28A.150.415. The statute defines professional learning as a comprehensive, sustained, job-embedded, and collaborative approach to improving teachers' and principals' effectiveness in raising student achievement. Professional learning fosters collective responsibility for improved student performance and must comprise learning that is aligned with student learning needs, educator development needs, and school district, or state improvement goals. Professional learning shall have as its primary focus the improvement of teachers' and school leaders' effectiveness in assisting all students to meet the state learning standards.

Professional learning days must comply with the requirements provided in RCW 28A.415.420 (scope), RCW 28A.415.432 (standards), RCW 28A.415.434 (definitions), RCW 28A.415.445 (Mental health topics – Cultural competency, diversity, equity, and inclusion), and any other applicable statute or state requirement.

The professional learning days must address context standards and high-quality professional learning:

- Make use of relevant resources to ensure the identified goals and objectives are met;
- Is facilitated by a professional knowledgeable about the identified objectives; and
- Is designed in such a way that sessions connect and build upon each other to provide a coherent and useful learning experience for educators.

### **Section 6 – Planning of Professional Learning**

*This section applies exclusively to state professional learning days and waiver days.*

To be responsive to staff, building, and district needs, it is recognized that district and school improvement is an ongoing effort that may evolve throughout the school year. The voice of all educators is critical and an essential element to the success of these opportunities.

1. Preliminary improvement goals and plans: Preliminary improvement goals and plans will be communicated with staff as early as May of the preceding year and by no later than September 30. To the extent known, these plans will include district and building initiatives as well as anticipated topics for professional learning days. If a state waiver has been approved that waiver will be made available to staff. See step 2 for providing input and feedback.
2. Staff input on preliminary goals and plans: After preliminary improvement goals and plans have been communicated, the building will make available a survey for staff. Staff will have the ability to provide feedback on existing plans and/or submit additional ideas, which will be used to refine the goals and plans, if applicable.
3. Draft agendas: Draft agendas will be shared with staff as soon as they are available or by no later than seven (7)-workdays before a professional learning day. Draft agendas will reflect appropriate time for processing, planning, and collaboration.

4. Staff input on draft agendas: After a draft agenda is made available, the building will provide a survey for input on the agenda. Staff shall have three (3)-days to provide feedback regarding topics and time allocations. Staff will have the ability to provide feedback on existing plans or submit additional ideas, which will be used to refine the agenda, if applicable.
5. Exit surveys: An anonymous exit survey will follow professional learning days. The survey and raw data will be available and open to all staff. The data from these surveys will inform adjustments and topics for upcoming professional learning days.

A minimum of one hour of each professional learning day will be allocated for professional learning communities. When it's not possible to provide the PLC time on the allocated day, the time will be made-up in one-hour increments at a subsequent professional learning day.

ESAs, specialists, special programs, and CTE will collaborate with their principal/evaluator regarding the PLC they meet with on professional learning days. If agreement cannot be reached, the evaluator will provide final direction along with an explanation.

## **ARTICLE 25 SALARY MATTERS**

### ***Section 1 – Salary Schedule(s)***

Salaries and salary schedule(s) shall be as provided in the appendices attached hereto and by this reference made part of this Agreement.

### ***Section 2 – Employee Responsibility***

Except under extraordinary circumstances it shall be each employee's responsibility to see that all earned college credits and years of experience are verified and recorded with the District personnel office.

Those employees hired on or before the first day of school must provide verification of previous employment, official transcript(s), and Washington clock hour forms to the Human Resources Department no later than October 1 of each school year. Course work and experience are to be completed as of September 1 of each school year.

Those employees hired after the first day of school must provide verifications of previous employment, official transcripts, Washington clock hour forms, and postgraduate credit criteria forms to the Human Resources Department within sixty (60) calendar days of their employment. Any records received beyond sixty (60) calendar days of employment will not be recognized on the salary schedule until the following school year.

Previous work experience and postgraduate credit(s)/Washington clock hour(s) must have been completed prior to October 1. Any credit(s)/ Washington clock hour(s) completed after September 30 may be applied to the salary schedule for the following school year.

Upon request, a receipt for documents will be provided.

### ***Section 3 – Educational Steps***

For salary schedule advancement, employees may use any course included in WAC 392-121-255.

### ***Section 4 – Experience Increments and Salary Increases***

Where applicable, experience increments shall be paid commencing in the September payroll. Salary increases and education increments, where applicable, will be paid commencing in the October payroll, retroactive to September 1.

### ***Section 5 – Outdoor Education***

Employees supervising students overnight shall receive an incentive stipend of one hundred dollars (\$100.00) per night. No employee shall be required to spend more than four (4) nights per school year at this duty. This provision shall not be used in combination with other compensation for the same program (i.e., club advisors, activity/program stipend, etc.) or for activities that fall outside of this agreement.

### ***Section 6 – Summer School***

All summer school positions shall be posted for a minimum of five (5) days. All positions shall be open to all employees who meet certification standards for the same or similar classes taught during the regular school year. Preference for summer school positions shall be for in-district applicants.

### ***Section 7 – Eligible Academic Credits***

All credits, academic, in-service, clock hours, or non-degree credits, must be submitted and approved by the Human Resource Department prior to being applied to the salary schedule.

### ***Section 8 – Payment of Salary Warrant***

Upon written authorization of employees, the salary of each employee in the bargaining unit may be deposited directly into the employee's personal account of any bank or credit union that is a member of the Automated Clearing House. Funds will be available on the regularly scheduled pay date. The employee will be provided with a statement of the amount being deposited, all the deductions made, and the cumulative number of sick leave days the employee has on the District's records. All employees will be required to establish a direct payroll deposit by providing the District with information regarding a personal account of any bank or credit union that is a member of the Automated Clearing House.

Employees receiving pay warrants as of September 1, 2011 may continue to receive pay warrants in lieu of direct deposit. If, in the future, they choose to move to direct deposit they will not be able to revert back to a

pay warrant. The District will provide affected employees (e.g., those without direct deposit arrangements) with advance notice of this change prior to the June 30 pay date. New employees will be required to provide the District with direct deposit arrangements by the end of the second pay period after beginning employment.

**Section 9 – Early Payout**

In the event the District pays off employees such as retirees who leave the District, the District shall deduct the Association dues that are owed by the employee and forward them to the Association in the prescribed manner.

**Section 10 – Clock Hours and In-service Credit**

The District shall accept all clock hours and in-service credits that are earned in accordance with current and appropriate RCWs and WACs and meet the approved standards adopted by the State Board of Education.

**Section 11 – ESA Stipend**

Contingent upon State National Board Certification funding, ESAs with current national certification from their respective associations shall receive a stipend of two thousand five hundred dollars (\$2,500.00) per each year. Legislative action to fully fund ESA certification shall supersede this provision. See below:

- SLP ~ CCC - Certificate of Clinical Competence
- OT ~ NBCOT - National Board for Certification in Occupational Therapy
- Psychologist ~ NCSP - Nationally Certified School Psychology
- Nurse ~ NBCSN - National Board for Certification of School Nurses
- PT ~ Specialist Certification Examination in Orthopedics or National Physical Therapist Examination (NPTE)
- Social Workers ~ Association of Social Work Boards Examination
- Audiologist ~ Certificate of Clinical Competence (CCC)
- Vision ~ Certified Orientation and Mobility Specialists (COMS)

**Section 12 – Stipends**

Employees shall be paid stipends for specified added duties as per Appendix D-1.

**ARTICLE 26 SALARY SCHEDULE (Appendix C)**

Placement on the District salary schedule will be in compliance with WAC 392-121-264 and the reporting standards of S-275 for 2017-18. The exception is that beginning contract year 2023-24 the District will recognize previous appropriately licensed experience for ESAs.

## **ARTICLE 27 TRAVEL AND REIMBURSEMENT**

Employees shall be reimbursed for expenses of mileage, housing, and registration fees when such employees are on authorized school business. Per diem meal offset will be provided for employees in travel status per Board Policy and IRS regulations. Except as otherwise specifically provided herein, maximum reimbursement rates shall be established by the District.

### ***Section 1 – Travel Within the District***

Reimbursement for travel expenses of employees shall be limited to those cases where assigned work requires travel from work site to work site during the workday as determined by the District mileage chart.

### ***Section 2 – Travel Outside of the District***

Prior approval of the District shall be required for reimbursement of employees who travel outside of the District on school business. Direct billing or payment of travel, registration fees, lodging, and subsistence costs may be authorized provided that advance approval of overnight travel has been approved by the District.

### ***Section 3 – Reimbursement***

The mileage allowance shall be at the IRS rate for employees. Mileage records shall conform to IRS and State examiner requirements. Reimbursement shall be provided based on the current IRS, State, and District guidelines.

Reimbursement requests must be submitted as prescribed by District business practices and no later than sixty (60) days following the event.

### ***Section 4 – Transporting Students***

Employees shall not be required to drive students to activities which take place away from the school building. Employees may do so voluntarily with approval of their principal or immediate supervisor. Reimbursement for approved use of a private vehicle shall be at the IRS rate.

When a Type II driver's license is required, it is the responsibility of the employee to secure and maintain it prior to transporting students.

## **ARTICLE 28 GROUP INSURANCE**

The following sections are intended to communicate certain components related to insurance coverage under the School Employees Benefits Board. These sections are not intended to provide greater benefits, rights, or benefit eligibility than what is required by SEBB. The exception to this provision is Section 5 (VEBA).

### ***Section 1 – District Contribution***

Starting January 1, 2020, employees of Washington's school districts will receive health and other insurance benefits for their eligible employees through the SEBB Program. Benefits available through the SEBB Program will replace the health insurance benefits currently provided by school districts (SEBB organizations).

School districts shall provide contributions to the authority for insurance and health care plans for school employees and their dependents. These contributions must be provided to the authority for all eligible school employees eligible for benefits under RCW 41.05.740(6)(d), including school employees who have waived their coverage; contributions to the authority are not required for individuals eligible for benefits under RCW 41.05.740(6)(e) who waive their coverage.

### ***Section 2 – Enrollment Period***

The enrollment period for new employees in such insurance plans shall extend for thirty-one (31) days beginning with the first day of employment. Employees shall be able to enroll during open periods declared by the Washington State Health Care Authority so long as such enrollment is during annual open enrollment or as otherwise eligible under the SEBB.

### ***Section 3 – Eligibility***

1. Eligibility shall be determined solely by the criteria that most closely describes the school employee's work circumstance.

2. School employee eligibility criteria:

- a. A school employee is eligible for the employer contribution towards school employees benefits board (SEBB) benefits if they are anticipated to work at least six hundred thirty (630) hours per school year. The eligibility effective date for a school employee eligible under this subsection shall be determined as follows:
  - i. If the school employee's first day of work is on or after September 1<sup>st</sup> but not later than the first day of school for the current school year as established by the SEBB organization, they are eligible for the employer contribution on the first day of work; or
  - ii. If the school employee's first day of work is at any other time during the school year, they are eligible for the employer contribution on that day.
- b. A school employee who is not anticipated to work at least six hundred thirty (630) hours in the school year becomes eligible for the employer contribution towards SEBB benefits on the date their work pattern is revised in such a way that they are now anticipated to work six hundred thirty (630) hours in the school year.
- c. A school employee who is not anticipated to work at least six hundred thirty (630) hours in the school year becomes eligible for the employer contribution towards SEBB benefits on the date they actually worked six hundred thirty (630) hours in the school year.
- d. A school employee who is not anticipated to work six hundred thirty (630) hours within the school year because of the time of year they are hired but is anticipated to work at least six hundred thirty (630) hours the next school year, establishes eligibility for the employer contribution towards SEBB benefits as of their first working day if they are:
  - i. A nine (9) to ten (10) month school employee anticipated to be compensated for at least seventeen and one-half (17-1/2) hours a week in six (6) of the last eight (8) weeks counting backwards from the week that contains the last day of school; or
  - ii. A twelve (12) month school employee anticipated to be compensated for at least seventeen and one-half (17-1/2) hours a week in six (6) of the last eight (8) weeks counting backwards from the week that contains August 31<sup>st</sup>, the last day of the school year.



3. All hours worked by an employee in their capacity as a school employee must be included in the calculation of hours for determining eligibility.
4. A school employee may establish eligibility for the employer contribution toward SEBB benefits by stacking of hours from multiple positions within one SEBB organization. A school employee may not gain eligibility by stacking of hours from multiple SEBB organizations.
5. A school employee is presumed eligible for the employer contribution at the start of the school year, as described in subsection (2)(a) of this section, if they:
  - a. Worked at least six hundred thirty (630) hours in each of previous two (2) school years; and
  - b. Are returning to the same type of position (teacher, paraeducator, food service worker, custodian, etc.) or combination of positions within the same SEBB organization.
6. When SEBB benefits begin:
  - a. For a school employee who establishes eligibility under subsection (2)(a)(i) of this section SEBB benefits begin on the first day of work for the new school year.
  - b. For a school employee who establishes eligibility under subsection (2)(a)(ii), (b), (c), or (d) of this section, SEBB insurance coverage begins on the first day of the month following the date the school employee becomes eligible for the employer contribution towards SEBB benefits.
7. If the school employee is not eligible under subsections (1) through (5) of this section, they may be eligible for SEBB benefits if their SEBB organization is engaging in local negotiations regarding eligibility for school employees as described in WAC 182-30-130.

Dependent eligibility can be referenced in the Washington Administrative Code (WAC) at 182-31-140.

#### **Section 4 – Leaves**

- (A) **Family Medical Leave Act (FMLA):** If an employee is provided group health insurance, the employee is entitled to the continuation of the group health insurance coverage during FMLA leave on the same terms as if he or she had continued to work. If family member coverage is provided to an employee, family member coverage must be maintained during the FMLA leave. The employee must continue to make any normal contributions to the cost of the health insurance premiums.

If paid leave is substitute for FMLA leave, the employee’s share of group health plan premiums must be paid by the method normally used during paid leave (usually payroll deduction). An employee on unpaid FMLA leave must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage. If the employee’s premium payment is more than thirty (30) days late, the employee’s coverage may be dropped. The District must provide written notice to the employee that the payment has not been received and allow at least fifteen (15) days after the date of the letter before coverage stops.

- (B) **Washington Paid Family Leave Act (WPFL):** The District will maintain health benefits to their employees using Paid Family and Medical Leave. If the employee contributes to the cost of their health insurance, they must be allowed to continue to pay their portion of the premium cost while on leave. If the employee’s premium payment is more than thirty (30) days late, the employee’s coverage may be dropped. The District must provide written notice to the employee that the payment has not been received and allow at least fifteen (15) days after the date of the letter before coverage stops.

- (C) **Continuation of Health Coverage Act (COBRA):** Employees and their dependents who are enrolled in medical, dental, or vision under a group plan offered by a SEBB organization on December 1<sup>st</sup>, 2019, who lose eligibility because the school employee is not eligible under the SEBB Program, may elect to enroll in one or more of the following SEBB benefits: medical, dental, or vision coverage. These benefits will be provided for a maximum of eighteen (18) months on a self-pay basis.

**Section 5 – VEBA**

The Association annually may conduct a vote of affected employees to determine whether or not sick leave cash out of those employees may be put into a VEBA account for post retirement health care. If the affected employees so vote by simple majority, all of them must participate in the VEBA program.

**Section 6 – Benefit Termination**

The employer contribution toward school employees benefits board (SEBB) ends the last day of the month in which the school year ends. The employer contribution towards SEBB benefits will end earlier than the end of the school year if one of the following occurs:

1. The SEBB organization terminates the employment relationship. In this case, eligibility for the employer contribution ends the last day of the month in which the employer-initiated termination notice is effective;
2. The school employee terminates the employment relationship. In this case, eligibility for the employer contribution ends the last day of the month in which the school employee's resignation is effective; or
3. The school employee's work pattern is revised such that the school employee is no longer anticipated to work six hundred thirty (630) hours during the school year. In this case, eligibility for the employer contribution ends as of the last day of the month in which the change is effective.
  - a) If the SEBB organization deducted the school employee's portion of the premium for SEBB benefits from their pay after the school employee was no longer eligible for the employer contribution, SEBB benefits end the last day of the month for which school employee premiums were deducted.

## **ARTICLE 29 DRUG-FREE WORKPLACE**

The Bethel School District is a drug-free workplace and complies with all state, federal, and local laws and regulations regarding the use and abuse of mind-altering substances.

## **ARTICLE 30 STAFF PROTECTION**

### ***Section 1 – Insurance***

The District shall provide insurance as specified by State statutes protecting employees while they are acting within the scope of their employment obligations to the District.

The District shall provide a standard comprehensive bodily injury and property damage liability contract to cover employees.

It is a personal responsibility of the employee who uses their personal automobile in the performance of duties to carry public liability insurance for bodily injury and property damage. The District cannot be obligated to provide insurance for the employee's vehicle on a first-party basis.

Vandalism damage to a vehicle on the school site, while the employee is in the performance of their assigned duties, shall be covered by the individual's insurance policy with the District reimbursing to a maximum of \$500.

The school district shall provide actual cash-value insurance coverage for employee-owned instructional materials and equipment used in the performance of their duties. Such coverage shall be to insure against loss due to fire, lightning, windstorm, hail, explosion, smoke, aircraft or vehicles, riot, civil commotion, vandalism or malicious action, or theft. In order to recover such loss, the employee must have filed with the District prior to the loss an inventory of property to be covered by this section. The maximum to be paid under this coverage is the District's deductible.

### ***Section 2 – Violence and Threats***

Employees may take civil or criminal action resulting from an on-duty incident and be free from reprisals or discipline for taking that action.

Employees who are threatened with physical harm or subjected to verbal abuse by an individual or a group while carrying out their assigned duties shall immediately notify the building administrator. The administrator shall then notify the District office of the threat and provide reasonable precautions for the safety of such employees.

Students who possess a weapon or who carry, exhibit, or display any weapon or any item apparently capable of producing bodily harm in a manner which, under the circumstances, manifests an intent to intimidate another or warrants alarm for the safety of others, shall be subject to discipline in accordance with state and federal protections.

The District will notify employees on a need-to-know basis when a student has a known criminal record.

Employees whose indispensable personal property is damaged in an assault on their person or their personal property arising out of and in the course of their employment may apply for reimbursement of costs of repair or replacement. If an item is damaged beyond repair, actual value at the time of the damage may be claimed.

Claims shall be made in writing describing details of the assault listing all damages incurred noting a date, hour, and witnesses. The letter will be forwarded by the building administrator to the District office.

### ***Section 3 – Worker's Compensation***

Employees covered by Worker's Compensation and State Industrial Insurance shall, upon loss of time due to a job-related injury or illness, have the option to be paid their regular sick leave or receive compensation from the State Department of Labor and Industries. Determination of illness or injury shall be made by the Washington State Department of Labor and Industries.

## **ARTICLE 31 SICK LEAVE**

### ***Section 1 – General***

For employees under contract with the District for a full year, at least twelve (12) days sick leave shall be granted.

For employees under contract with the District part-time, at least that portion of twelve (12) days as the total number of contract days relates to one hundred eighty (180) days sick leave shall be granted.

Compensation for leave due to illness or injury actually taken shall be paid the same as the compensation such employee would have received had such person not taken the leave provided in this provision.

Sick leave provided but not taken shall accumulate from year to year and such accumulated leave may be taken at any time during the school year.

Leave of absence for extended illness or accident within a contract year shall not be considered a disruption in consecutive service for salary schedule purposes.

A verification of an employee's illness or injury must be certified to by a physician in the event of an absence of more than five (5) consecutive days if such verification is requested by the building administrator.

The District may request verification of an employee's absence if a pattern of excessive absenteeism is identified. A pattern could be a specific day(s) of the week, yearly absences around the same break/holiday/weekend/timeframe, repeated absences around breaks/holidays, repeated use of sick leave before/after other unrelated forms of leave, exceeding the annual sick leave allocation, etc. The District will provide the employee and the Association with written notice that a pattern may exist prior to requesting verification for the absence. A conversation with the employee will occur before this provision is exercised.

An employee's accrued sick leave may be used to care for dependent and non-dependent children, a spouse, domestic partner, a parent, a parent-in-law, or a grandparent of the employee with a health condition that requires treatment or supervision. For planned surgeries or anticipated disablements which will necessitate sick leave, the affected employee shall notify their immediate supervisor a reasonable time before the leave is required of their intent to take such leave. Physical disablement caused by maternity, childbirth, and recovery there from shall be considered as a form of illness for the purpose of this leave.

Consistent with Ch. 275 Laws of 1983, and to the extent authorized by said law, employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, the employee can cash out unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one (1) day per month, a maximum of 12 days per year, or 180 days. At the time of separation from school district employment due to \*retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury. Provisions of this leave shall be administered in accordance with rules and regulations adopted now or as hereafter amended.

\*For the purpose of this provision, retirement shall be defined as when an employee is eligible to receive benefits under Washington State Teacher's Retirement System (WSTRS).

### ***Section 2 – Staff Without Documentation of Immunity or Vaccination***

In recognition that prevention is a means of combating the spread of disease, the District strongly urges that susceptible school staff members be able to provide evidence of immunity against TD (Tetanus-Diphtheria) and MMR (Measles, Mumps, and Rubella). The following immunizations are recommended for school staff; measles, mumps, rubella (MMR), varicella (chickenpox), diphtheria, tetanus, and pertussis (Tdap and Td), and influenza (flu). Staff members born prior to January 1, 1957 need not provide evidence of immunity to measles; these individuals are considered naturally immune.

In the event of an outbreak of a vaccine-preventable disease in school, the local health officer has the authority to exclude a susceptible staff member. A staff member granted an exemption for religious, philosophical, or medical reasons or without being able to produce an acceptable immunization record may be excluded, as the employee is considered to be susceptible. Those excluded are not eligible to receive sick leave benefits because of the exclusion itself. To qualify for sick leave benefits, the employee must be ill, temporarily physically disabled, or have a valid medical reason for not getting vaccinated. (Doctor's note required).

Required vaccines: Tdap, MMR, and some positions may require Hepatitis B vaccine. If Hepatitis B is required, the District will pay the expense.

## **ARTICLE 32 SHARED LEAVE**

*\*The following link(s) and/or legal policy references are provided for information purposes only. The information contained in this reference/link/citation is separate from this agreement, is subject to change by the appropriate authority, and is not eligible for a grievance.*

The District's leave-sharing program allows District employees to donate sick leave days which are eligible for leave-sharing to an employee who is suffering from, or has a dependent child suffering from, an extraordinary or severe illness, injury, impairment, or physical or mental condition. This program is intended to extend leave benefits, in a manner consistent with State law, to an employee who otherwise would have to take leave without pay or terminate employment with the District.

For more information see [RCW.28A.400.380](#)

### **Section 1 – Recipient Eligibility**

Any employee of the District is eligible to receive shared leave if the following conditions are met:

- (A) The employee's job is one in which sick leave can be accrued and used.
- (B) The employee is not eligible for time loss compensation under Chapter 51.32 RCW (workers compensation).
- (C) The employee's use of sick leave has conformed with District policies.
- (D) The employee has exhausted, or will exhaust, sick leave.
- (E) The employee's absence and use of shared leave are justified. (See Documentation below.)

### **Section 2 – Donation of Sick Leave/Annual Leave**

An employee may donate sick leave if the following conditions are met:

- (A) The employee must be in a job in which sick leave is accrued.
- (B) The employee must have accrued more than 20 days of sick leave.
- (C) The employee may not donate more than six (6) days of leave during any 12-month period.
- (D) The employee may not donate an amount of sick leave that will result in the employee's sick leave balance going below 20 days.

Each recipient and donor must complete the required District leave-sharing form(s) and submit the forms to the Human Resources office before sharing will be authorized. There is no retroactive application of leave sharing to prior payroll periods. All sick leave must be donated voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave.

### **Section 3 – Documentation (WAC 392-126-095)**

The District shall require the employee or the employee's legal representative to submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner certifying that the employee's condition is severe or extraordinary in nature. "Extraordinary" or "severe" means serious or extreme and/or life threatening (WAC 392.126.065.)

### **Section 4 – Calculation of Shared Leave Benefit – Proration**

The shared leave recipient shall be paid their regular rate of pay. The dollar value of the leave shall be converted from the donor to the recipient such that one day/hour of donated leave may cover more or less than one day/hour of the recipient's salary. The actual transfer of sick leave from the donor to the recipient will occur during the payroll period it is needed to pay the recipient's regular contract salary. The leave recipient will also receive the appropriate monthly insurance benefits while on shared leave. However, the leave recipient does not receive benefits such as TRI, stipends, or extra days, while on shared leave. Sick leave which is donated will be processed in the order that it is received by Human Resources.

The leave recipient may take shared leave in non-consecutive increments for ongoing treatment stemming from the illness identified on the approved shared sick leave request.



### **ARTICLE 33 BEREAVEMENT LEAVE**

Bereavement Leave of five (5) days maximum may be taken in the event of death if deceased is a member of the immediate family. For this purpose, "immediate family" is defined as parent, parent-in-law, sibling, sibling-in-law, spouse, child (including miscarriage), step relatives, grandparents, grandchildren, or other person residing in the household as a family member or domestic partner. Exceptions may be granted by the Superintendent or designee due to unusual circumstances or related to travel.

In addition, Bereavement Leave of one (1) day maximum in the event of death if the deceased is a relative other than those above or a very close friend. An employee who has a death of a student with whom the employee directly works shall be authorized one (1) day of bereavement leave to attend the memorial and/or funeral service.

## **ARTICLE 34    SHORT-TERM LEAVE WITHOUT PAY**

With prior notification, up to two (2) days or with prior approval up to five (5) days of short-term leave shall be granted, at the cost of a per diem deduction, for leave necessitated by the personal or professional opportunities of the immediate family, which would allow the employee to participate in the activity with immediate family. Verification may be required.

## **ARTICLE 35 EMERGENCY LEAVE/PERSONAL LEAVE**

### ***Section 1 – Emergency Leave***

Each employee, in addition to sick leave, shall, in extenuating circumstances, be allowed time off without loss of pay. The circumstances should be of an emergency nature or for causes over which the employee has no control. A maximum of three (3) emergency paid days per year, which are non-accumulative from year to year, shall be allowed for absences resulting from any combination of the following:

- (A) Emergency leave to allow an employee to receive an advanced degree from a college or university if the employee's presence is required by the college or university as a condition of granting of the degree. Such use is limited to the day upon which the advanced degree is received and reasonable travel time.
- (B) Emergency leave to comply with a court order which requires the presence of an employee in court, where the employee is a witness or defendant. In any case where the employee is reimbursed for their time, a like amount up to the employee's per diem salary, whichever is less, shall be deducted from the employee's pay. Employees appearing in a court of law or in other state or federal regulator hearings, as agents of the District, shall not be required to use this leave for such appearances.
- (C) Emergency leave to allow an employee to attend any officially constituted hearing in which the employee has a financial interest.
- (D) Situations of emergency nature such as, but not limited to, car accident, fire, water damage, electrical failure, emergency home service calls which cannot be scheduled at other times. If possible, verification will be presented to the supervisor on request. Denial of emergency leave may be appealed to the Executive Director of Human Resources (or designee) but is not subject to the grievance procedure.

### ***Section 2 – Personal Leave***

Three (3) paid personal days to attend to personal matters which cannot be dealt with outside of the workday shall be granted at the discretion of the employee, provided that this leave may not be used for Association business or to extend or buffer leave around short term leave without pay, holidays, and/or vacations. Personal leave may not be taken during the last ten (10) school days of the school year. Exceptional circumstances may be approved by the Superintendent or designee. Notice of the intent to use this leave shall be made to the immediate supervisor using the Certificated Leave Record. Advance notice is always encouraged but required only when utilizing three (3) or more consecutive days. Advance notice is defined as twenty (20) workdays in advance of utilizing leave. If the twenty (20) workday advanced notice is not possible, the Superintendent or designee will consider exceptions to the deadline.

A maximum of one (1) personal leave day may be cashed out annually at the daily substitute rate. Application for this payment must be made by the eligible employee in writing and received in the District's Human Resources office no later than June 30 in the school year for which it is sought.

### ***Section 3 – Written Requests***

A completed Certificated Leave Record requesting a claim for emergency/personal leave for Sections 1 and 2 above shall be presented by the employee to the principal before such leave is taken, if possible, or in any event, promptly following the absence.

After making a recommendation, the request will be forwarded by the principal to the Superintendent or designee for approval or disapproval. A minimum of one-half (1/2) day may be taken. If a claim is not approved, the claimant shall be notified within ten (10) days of receipt of the claim by the Superintendent or designee. The employee may opt to use personal leave when emergency leave is denied, so long as doing so adheres to all relevant articles/sections of this agreement.

### ***Section 4 – Personal Leave Accumulation***

Personal leave may be accumulated to a maximum of five (5) days. Unused personal leave that will exceed the maximum accumulation shall be automatically cashed out and paid to the employee on the July pay cycle. This provision is not intended to exceed the cashout limit provided in section 2.

## **ARTICLE 36 LEAVE FOR JURY DUTY**

Leaves of absence with pay are allowed for jury duty.

In the event an employee has been dismissed from jury duty or partially released for the day, the employee is expected to return to their work site as travel time permits.

## **ARTICLE 37 FAMILY MEDICAL LEAVE ACT/PAID FAMILY MEDICAL LEAVE**

*\*The following link(s) and/or legal policy references are provided for information purposes only. The information contained in this reference/link/citation is separate from this agreement, is subject to change by the appropriate authority, and is not eligible for a grievance.*

The District agrees to comply with the terms of all federal and state laws entitling certain employees to unpaid and/or paid family and medical leave including the federal Family and Medical Leave Act (FMLA), the Washington State Family Leave Act, and the Washington State Family Leave law. The District will provide copies of the law to employees as requested. Any unused sick leave must be used in conjunction with leave through the Family Medical Leave Act. [Click here for more information on FMLA.](#)

[Click here for more information on PFML.](#)

## **ARTICLE 38 POLITICAL LEAVE**

Subject to the conclusion of mutually satisfactory arrangements between the District and an employee, the District shall grant an unpaid leave of absence to the employee for the purpose of serving in a local, state or national political office or for campaigning for such an office. Upon conclusion of such leave, the employee shall be restored to the employee's former position, or if this position is not available, to a substantially equivalent position, provided that it could be possible that such an employee might be placed in the employment pool according to the staff reduction provisions in this Agreement.

## **ARTICLE 39 LEAVE OF ABSENCE**

The board, at its discretion, may grant a leave of absence to an employee for a period of up to one year. Leaves may be requested for the following reasons:

- (A) graduate training or advance study
- (B) overseas teaching experience
- (C) travel or rest
- (D) relocation of a spouse
- (E) illness beyond sick leave
- (F) working in a professionally related field
- (G) reasons other than those listed above

A leave of absence shall be without compensation and shall be granted solely at the discretion of the board. An employee returning from a leave of absence shall be placed in the same or similar position. It could be possible that an employee might be placed in the employment pool according to the staff reduction provision in this Agreement. The employee replacing the employee on leave of absence shall be employed only for the time period of the leave.

If granted, a leave of absence may be renewed annually for up to three (3) additional years. The employee shall submit to the Superintendent or designee, in writing, a request for extension of the leave. Such request shall include the reasons for the request for extension and shall be submitted no later than April 15 of the year in which the leave is in effect.

## **ARTICLE 40    MILITARY LEAVE**

Members of the United States armed forces or state or national military reserve units shall be granted military leave of absence and other benefits consistent with state and federal law.



## **ARTICLE 41 RIGHTS OF EMPLOYEES' DEPENDENTS**

Employees may apply on behalf of their dependents for the school of the employee's choice within the Bethel School District. Renewal requests must be submitted by the published deadline. Due consideration will be given to employees who have children already enrolled in the school. Every reasonable effort will be made to accommodate requests.

## **ARTICLE 42 WORKLOAD**

Within the physical and budgetary limitations of the District and the best interests of students involved, the District shall make a good faith effort to equalize class sizes for the same course or grade levels by building.

Certain provisions of section one (1) and two (2) are contingent on full funding for levy, K-3 class size, and local effort assistance. Those provisions include elementary specialists at the elementary level and non-core subject areas at the secondary level. The provision of forty-five (45) students for physical education teachers remains in effect. Additionally, without these funding sources the elementary class size provisions would revert to twenty-five (25) students in kindergarten, twenty-six (26) in grades one (1) to three (3), and twenty-nine (29) in grades four (4) to five (5).

The parties agree to reopen the applicable sections to negotiate the impact of any loss to the above funding categories.

### ***Section 1 – Elementary Class Size Provision***

After the fifteenth (15<sup>th</sup>) day of school and any time thereafter, when an elementary class enrollment exceeds twenty-two (22) students in kindergarten, twenty-four (24) in grades one (1) to three (3), or twenty-eight (28) in grades four (4) to five (5), the employee and the principal shall confer and develop a plan of action within five (5) working days. The parties will initiate the plan of action within five (5) working days of said conference. PROVIDED: Staff in elementary schools operating on a non-traditional schedule are exempt from this provision. This provision does not apply to RTI, class overload due to interventions, Special Education Mainstream or any other education/support program. Should Elk Plain School of Choice convert to a traditional specialist model, class size provisions will apply.

Employees concerned about class size or composition may express their concerns to their immediate supervisor to determine if changes can be made or supports can be added to assist the employee.

Options to consider for a plan of action may include:

- One day substitute per month to provide for planning
- An extra period per week of specialist time
- Instructional support for the classroom
- Pay to the employee in the amount of one hundred fifty dollars (\$150) when class size provision is exceeded by one (1) to two (2) students, three hundred dollars (\$300) when exceeded by three (3) students, four hundred dollars (\$400) when exceeded by four (4) students, and five hundred dollars (\$500) when exceeded by five (5) or more students.

After the fifteenth (15<sup>th</sup>) day of school and any time thereafter, when an elementary specialist's class enrollment exceeds twenty-two (22) students in kindergarten, twenty-four (24) in grades one (1) to three (3), or twenty-eight (28) in grades four (4) to five (5), the employee will receive a one-time payment of ten dollars (\$10) per class per month. The total amount per month will not exceed three hundred dollars (\$300). Should Elk Plain School of Choice convert to a traditional specialist model, class size provisions will apply.

Documentation:

The District will develop procedures for documentation of overload that meet audit standards.

### ***Section 2 – Secondary Class Size Provision***

After the fifteenth (15<sup>th</sup>) day of school or five (5) days after each subsequent grade term and any time thereafter, if a secondary teacher's class enrollment in the core subjects (language arts, social studies, science, mathematics, related CTE core equivalencies, and world languages) exceeds thirty-three (33), or if any other classes not mentioned in this section exceeds thirty-four (34) students, excluding performing arts classes, or forty-five (45) for physical education classes the employee and the principal shall confer and develop a plan of action within five (5) working days. The parties will initiate the plan of action within five (5) working days of said conference. PROVIDED: Staff in secondary schools operating on a non-traditional schedule are exempt from this provision. This provision does not apply to RTI, class overload due to interventions, Special Education Mainstream or any other education/support program. Should Elk Plain School of Choice convert to a traditional specialist model, class size provisions will apply.

Employees concerned about class size or composition may express their concerns to their immediate supervisor to determine if changes can be made or supports can be added to assist the employee.

Overload will be paid at thirty-five dollars (\$35.00) per student per class per month.

Excluding the first fifteen (15) days or five (5) days after each subsequent grade term, the payments will apply to any month in which there is an overload exceeding five (5) school days.

Documentation:

The District will develop procedures for documentation of overload that meet audit standards.

**Section 3 – Special Education Student Assignments**

The District shall make every effort to assign special education students to regular classes on an equitable basis to ensure behavioral and academic balance. The District shall offer training for all teachers assigned mainstreamed special education students. For the purposes of determining class size, mainstreamed students will be counted as are all other students based on their FTE in the regular classroom.

**Section 4 – Special Education Caseloads and Class Size**

Program employees whose class-size reaches or exceeds the numbers below or are otherwise concerned about class-size may bring their concern to their evaluators or an administrator from the Special Services Department. Program capacity will be reviewed to determine whether additional supports are needed. The following are a non-exhaustive list of possible supports. Support options must be approved by the Executive Director of Special Services.

- Additional staffing
- Instructional support or clerical assistance.
- Additional equipment, supplies, and materials or funds to support individual professional development.
- Release time to the employee.
- Release employee from non-sped related responsibilities
- Other mutually agreed upon solution(s).

ELEMENTARY	
EBD	Up to – 15
FOSS	Up to – 16
Structured	Up to – 16
Medically Fragile ILC 1	Up to – 15
ILC 2	Up to – 16
ILC 3	Up to - 17

MIDDLE SCHOOL	
EBD	Up to – 17
FOSS	Up to – 17
Structured	Up to – 15
Medically Fragile ILC 1	Up to – 15
ILC 2 & 3	Up to – 16
Resource	Up to – 19 per Resource class

HIGH SCHOOL	
EBD	Up to – 18

Medically Fragile ILC 1	Up to – 15
ILC 2 & 3	Up to – 18
Resource	Up to 19 per Resource class
Transition lab	Up to 22 per session

\* Pre-School teachers concerned about their class sizes may schedule a meeting with the Director of Support Services to discuss possible solutions.

\* Secondary Resource numbers do not include co-teaching classes.

When a resource room teacher’s caseload exceeds thirty-five (35) students, the employee and the Executive Director of Special Services (or designee), shall confer and develop a plan of action within five (5) working days. The parties will initiate the plan of action within five (5) working days of said conference. The options to consider for a plan of action may include but are not limited to:

- One day substitute per month for planning
- Pay to the employee the equivalent to the cost of one day substitute time per month
- Provide additional equipment, supplies, and materials or funds to support individual professional development
- Other mutually agreed upon solution(s)

**Self Contained Program Para Vacancies:**

When a self-contained program paraprofessional position is vacant for a month the special education teacher will be compensated at three hundred dollars (\$300.00) per month until the assignment is filled or a substitute is secured. This provision does not apply if a substitute paraprofessional is secured for the assignment.

Prior to the start of school, special education employees will be provided caseload lists. Every effort will be made to provide special education employees access to their buildings prior to the start of school.

**Section 5 – ESA Caseload Target**

Every effort will be made to provide ESA employees access to their buildings and caseload lists prior to the start of school.

ESA Caseload Targets		
OTs, PTs, Audiologists, and Vision Teachers	60	The target is for SDI/Related Services (Direct Instruction). Supplementary Aids and Services are not considered under the caseload numbers. Above 60 students on a caseload, the ESA will receive a total of four (4) hours of pay at the per diem rate each month that they are over 60 on their target.
SLPs	50	The target is for SDI/Related Services (Direct Instruction). Supplementary Aids and Services are not considered under the caseload numbers. Above 50 students on a caseload, the ESA will receive a total of four (4) hours of pay at the per diem rate each month that they are over 50 on their caseload.
School Psychologists	900	If the school psychologist’s caseload exceeds 900 average by 20% (1080) the psychologist will receive a total of four (4) hours of pay at the per diem rate each month that they are over.

The District will make a good faith effort to equalize workload considerations of caseload/class size numbers.

The District will seek annual input regarding nursing assignments. The Executive Director of Special Services and lead nurse or designee will collaboratively review the data, such as location interest and weighting of student medical needs. The Executive Director of Special Services maintains final discretion for nursing assignments.

**Section 6 – On-line Grading, Report Cards and Learning Management Systems**

In recognition of an employee's statutory responsibility to evaluate each student's educational growth and development and make periodic reports thereon to parents, guardians, or custodians and to school administrators (RCW 28A.150.240), the District shall provide on-line grading, report card and learning management systems capability to employees. Training and technical support shall be part of an ongoing and up-to-date program to provide this service to employees. Employees will use on-line grading and provide for parent access via the student information system.

**Section 7 – Workload Issues**

There may be new initiatives or changes to existing programs that may significantly affect employee workload. The related impacts may be brought to the Contract Maintenance Committee. Workload items introduced at Contract Maintenance shall be limited to those items that constitute a significant impact on workload.

The committee will explore the issues brought to the committee – including problem identification, impact, and possible remedies. The parties recognize the option to file a demand to bargain if issues are not able to be satisfactorily addressed within Contract Maintenance.

**Section 8 - Advisory**

Comprehensive Secondary schools will provide a student advisory period for the purpose of delivering social emotional learning curriculum, supporting student success, and facilitating school-wide college and career readiness activities, including annual completion of the High School and Beyond Plan. The Advisory Task Force will continue to meet regularly to provide direction for the advisory program.

Each secondary school will have an advisory program inclusive of both staff and student voice. A scope and sequence developed by the District Advisory Task Force will be provided to both middle and high schools. The scope and sequence shall delineate which items are required and which are optional. Each building will determine the implementation of the scope and sequence.

The format (i.e. days, times, and delivery) of advisory requirements will be a building decision and determined by a consensus of all building employees in collaboration with building administration. The format will be reviewed by the building employees and administration every year.

Advisory teachers will be responsible for implementing lessons but will not be responsible for creating or grading (i.e., assigning A-F grades) for those lessons. Advisory shall remain a credit/no-credit requirement rather than a graded course.

**Section 9 – WA Kids/Teaching Strategies Gold (TSGold)**

Administrators/Principals will meet annually, or as needed, with kindergarten, integrated kindergarten, transition to kindergarten, self-contained special education, and preschool teachers to review testing requirements and develop a plan for support. This meeting will include which tests to administer, timeline for testing, and what/how support will be provided.

Additionally, each employee will receive:

- Four (4) hours paid at curriculum/committee rate
- One (1) day release time

**Section 10 – Primary Assessments Supports for Grades K, 1, and 2**

Principals will meet annually, or as needed, with primary teachers in grades kindergarten and grades one (1) and two (2) to review district testing requirements and develop a plan for support. This meeting will include which tests to administer, timeline for testing, and what/how support will be provided.

Additionally, each employee will receive:

- Three (3) hours of para support for each Core Content testing window not to exceed nine (9) hours for the year
- Four (4) hours paid at curriculum/committee rate for data entry and planning associated with one-on-one student testing

***Section 11 – MLE Assessment Supports***

MLE teachers will work with the building administrator and/or the assessment coordinator to coordinate schedules, resources, or extra personnel support as needed during the WIDA ACCESS State Assessment.

***Section 12 – Teachers on Special Assignment***

Teachers on Special Assignment (TOSA), as designated by the District, are eligible for a four thousand dollar (\$4,000.00) supplemental service agreement. This compensation is in recognition of all the additional responsibilities, time, and schedule flexibility required of the TOSA assignment during the student school year. Additionally, a TOSA may flex up to five (5) days of their base contract for days before or after the student school year. These days should be collaboratively scheduled between the TOSA and their evaluator.

## **ARTICLE 43 CALENDARS**

School year calendars will contain the following provisions:

- (A) Early dismissal on last student school day for employees for closing out school year.
- (B) In the event of school closure prior to January 1st, the Friday holiday in February will be utilized as a school make-up day. If schools are closed due to inclement weather prior to the last working day in February the closure day will be made up on the Friday prior to Memorial Day in May. Make up of additional closure days will be mutually agreed upon between the District and the Association. The scheduled end of grading periods shall not be changed unless there are more than three (3) closure days in the grading period.
- (C) The first Waiver Day will be during the first half of the school year. The second Waiver Day will be attached to the Presidents' Day holiday. Continuation of these days is contingent on state funding and/or an approval of a waiver of the 180-day student school year requirement and/or appropriate program hour requirements.
- (D) Winter break will consist of a minimum of ten (10) school days.
- (E) Mid-winter break consisting of one (1) day will occur on Friday in February prior to the Presidents' Day holiday on Monday (four-day weekend).
- (F) Spring break will consist of five (5) consecutive week days.
- (G) The late arrival prior to the fall conference window will be used for parent/guardian reporting preparations.
- (H) Three (3) one-half days early dismissal for parent/guardian reporting preparations.
- (I) The two (2) full supplemental days (waiver days) are included in the one hundred eighty (180) day calendar as indicated in Article 24, Section 4, Waiver Days.
- (J) Day before Thanksgiving will be a non-workday.

### **School year calendar parameters shall be set forth as follows:**

- (a) The District will share draft calendar options through the Contract Maintenance Meeting no later than December of each school year. The purpose will be to collaborate and seek input from the Association prior to the District finalizing calendar options.
- (b) The Association recommendation is due to the District within 30 days.
- (c) The calendar for the following school year will be announced by March 15th of each school year.
- (d) The first student contact day shall not be scheduled prior to the Monday before Labor Day.

If the Association fails to provide a recommendation as stipulated, the District will arrive at a school year calendar by the second Board meeting in March.

## **ARTICLE 44    DUPLICATION AND DISTRIBUTION**

As soon as is reasonable following ratification and execution of this Agreement, the agreement shall be posted on the District's website for employees to access. The District shall provide one hundred (100) copies of the agreement to the Association. The Association shall be responsible for distribution of the Agreement to members of the bargaining unit. Two original signature hard copies of the Agreement will be made with one (1) held by the District and one (1) held by the Association.

The Agreement will include an index. Proofreading shall be done mutually by the District and the Association.



## **ARTICLE 45 COMPLIANCE**

During the life of this Agreement, individual certificated employee contracts shall not be in violation of this Agreement. If an individual certificated employee contract specifies any provision which violates the Agreement, the Agreement shall control.

Any individual certificated employee contract executed during the life of this Agreement shall provide that the provisions defined therein may be modified as necessary to conform to provisions, as applicable, in any Collective Bargaining Agreement that exists between the District and the Association.

This clause shall neither inhibit the District's issuance of, nor nullify, any individual certificated employee contract.

## **ARTICLE 46 STATUS OF THE AGREEMENT**

This Agreement, during the term of the Agreement, may be altered, changed, added to, deleted from, or modified, only through the voluntary, mutual consent of the District and the Association. Any request for a modification or change of the Agreement pursuant to this action shall be in writing and state the change desired. Any agreement to so change a provision of this Agreement shall not be construed as to open any other provision or provisions of the Agreement. Any such alterations, changes, additions, deletions, or modifications agreed to shall then be subject to ratification and execution in the same manner as this Agreement at the request of either party.

If any provision of this Agreement should be held invalid by operation of law by a tribunal of competent jurisdiction, said provision shall be null and void and all other provisions shall continue in full force and effect.

If the auditor or OSPI concludes or the parties agree that the salary provision is out of compliance, the District and Bethel Education Association will meet to negotiate new terms and conditions as necessary so the District is acting lawfully and within compliance regulations.

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which are contrary to or inconsistent with its expressed terms.

The appendices are integral parts of this Agreement and by this reference are incorporated herein.

## **ARTICLE 47 EMPLOYEE FACILITIES**

Employees in each school building in the District shall have access to an area where phone calls relating to school business may be made in private as determined by the nature of such call.

Each site will provide ESAs with a workspace that includes, at a minimum, a table, chair, and locking file storage. Additionally, any employee who uses various spaces in a building or between multiple buildings shall be provided, upon request, a secure place to lock the employee's materials and supplies.

## ARTICLE 48 SUBSTITUTES

"Represented substitutes" refers to certificated employees. Unless otherwise mutually agreed, the hiring and retention of substitute teachers shall be as follows:

- (A) Substitutes who have been employed for twenty (20) consecutive days in the same position shall on the twenty-first (21) day in said position and thereafter while in said position be paid a flat rate of two hundred fifty dollars (\$250.00) per day.
- (B) Substitute teachers who have been employed for thirty (30) consecutive days in an open position will receive the flat rate of two hundred fifty dollars (\$250.00) per day until the position is filled. If the substitute teacher is absent from their assignment due to illness, emergency or bereavement, it shall not be considered a break in their consecutive days of employment.
- (C) The substitute teacher's daily rate of pay will not be less than two hundred dollars (\$200.00) per day. Substitutes will receive incentive pay after 50, 70, and 90 days of work. Employees with continuing or non-continuing contracts will be compensated for substitute work done outside their contract day at two hundred thirty dollars (\$230.00) per day or a relative portion thereof.
- (D) Upon completion of the school year, substitutes who meet the following criteria shall receive one of the following lump sum payments in July; subject to all federal, state, and employee requested withholdings and deductions:
  - \$200 for working the equivalency of fifty (50) full days; or
  - \$300 for working the equivalency of seventy (70) full days; or
  - \$400 for working the equivalency of ninety (90) or more full days
- (E) The District will supply the Association with a substitute teacher work list upon request. In return, the Association will recommend those substitute teachers whom the Association feels have qualified as represented substitute teachers.
- (F) The District will not use scheduling to prevent a substitute teacher from achieving represented status. Failure to employ or not to re-employ a substitute teacher by the District is not subject to the provisions of this contract; shall not be considered a disciplinary action and is not grievable.
- (G) The District will not require student teachers to substitute during their student teaching.
- (H) It is agreed that substitutes work on-call and have no guarantee of employment on a day-to-day basis.

## **ARTICLE 49 SAFE, CIVIL, HEALTHY, AND SECURE WORKPLACE**

### ***Section 1 – Harassment***

The District shall take appropriate measures to avoid workplace intimidation and harassment from outside sources, students, and other District personnel.

### ***Section 2 – Assault on an Employee***

In the event a student assaults an employee, the student shall be disciplined according to District policy, and the employee, at their option, may request that the student be reassigned.

### ***Section 3 – Student Electronic Nuisance Behavior***

Schools may enact reasonable rules to bar the use of cell phones and other electronic devices capable of audio or video recording of the classroom.

### ***Section 4 – Verbal Abuse and Vulgar or Lewd Conduct***

Students who direct verbal abuse at an employee or who engage in vulgar or lewd conduct in the presence of an employee shall be disciplined according to District policy. The employee may request that the student be removed from the employee's classroom.

Communications from threatening parents shall be restricted. Conferences with threatening parents shall be conducted under safe supervision at the worksite.

### ***Section 5 – Internet Defamation and Harassment***

Students found to have used District resources to knowingly make false, obscene or defamatory depictions of or claims against an employee or to include an employee's image without the employee's permission shall be disciplined according to District policy. The employee may request that the student be reassigned.

Students who engage in inappropriate behavior towards employees from off campus may be subject to District disciplinary policy.

### ***Section 6 – False Accusations***

Students who intentionally falsely accuse an employee of misconduct shall be disciplined according to District policy. The employee may request that the student be reassigned.

### ***Section 7 – Civil and Criminal Action***

No retaliation shall be taken against an employee for pursuing criminal or civil action against students, parents, employees, or community members.

The District will assist employees in their student disciplinary efforts in accordance with statutory requirements to maintain good order and discipline in their classrooms at all times (RCW 28A.150.240). The District will assist employees within the context of applicable law.

For the sections of this Article, if the offending student has an IEP, discipline will be in accordance with the provisions/limitations of the student's IEP.

### ***Section 8 – Whistleblower Protection***

The District shall comply with the Bethel School District Board policy regarding Whistleblower matters.

### ***Section 9 – Safe and Healthy Work Environment***

Each employee covered under this Agreement shall have a safe and healthy work environment that meets legal standards and job requirements including access to a quiet and confidential area, facilities that have suitable space, ventilation, heat, and lighting.

### ***Section 10 – Inclement Weather/Emergency Delayed Start Time***

When the District delays the opening of a school or schools, employees must report thirty (30) minutes before the revised time that students are scheduled to arrive. When a school or schools are closed early, employees will be released after the students have left the building grounds. If an emergency exists at another school, volunteers may be sought.

**ARTICLE 50 DURATION**

This Agreement shall be in full force and effect from September 1, 2023 to August 31, 2026.

It is the intent of the parties to be able to modify this Agreement at any time during the term of this Agreement. Therefore, either party to the Agreement may request negotiations with respect to any provision of this herein by giving written notice to the other party. The notice shall describe the provision(s) or other subject matter to be negotiated and the reason(s) for the request. Negotiations shall commence on a mutually agreed upon time and date. Any amendment mutually agreed to in writing by the parties shall be incorporated into the Agreement upon ratification by both parties unless another effective date is specified.

It is the intent of the parties to be able to negotiate this Agreement any time during the term of this Agreement for the purpose of addressing legislative changes to work day/work year or salary matters.

DATED this 4<sup>th</sup> day of Dec., 2023,  
for the BETHEL EDUCATION ASSOCIATION.

for DATED this 12 day of December 2023,  
for the BETHEL SCHOOL DISTRICT #403.

By: Janet Caldwell  
President

By: [Signature] (2023)  
President

# **APPENDIX A ARTICLES OF AGREEMENT APPLICABLE TO REPRESENTED SUBSTITUTES**

## **BETHEL PUBLIC SCHOOLS**

### **ARTICLES OF AGREEMENT APPLICABLE TO REPRESENTED SUBSTITUTES**

Only the following Articles in the Collective Bargaining Agreement shall apply to represented substitutes:

ARTICLE	1	RECOGNITION
ARTICLE	2	MANAGEMENT
ARTICLE	3	ASSOCIATION RIGHTS
ARTICLE	5	DEDUCTIONS
ARTICLE	8	RIGHTS OF EMPLOYEES
ARTICLE	9	NO STRIKE/LOCKOUT
ARTICLE	10	GRIEVANCE PROCEDURE
ARTICLE	11	ACADEMIC FREEDOM & RESPONSIBILITY
ARTICLE	12	PLANNING TIME
ARTICLE	14	STUDENT DISCIPLINE
ARTICLE	16	RESPONSIBILITY FOR CARE OF SCHOOL PROPERTY
ARTICLE	18	WORKING PERIODS (Section 1 only)
ARTICLE	27	TRAVEL AND REIMBURSEMENT
ARTICLE	28	GROUP INSURANCE
ARTICLE	30	STAFF PROTECTION
ARTICLE	42	WORKLOAD
ARTICLE	43	CALENDARS
ARTICLE	44	DUPLICATION AND DISTRIBUTION
ARTICLE	46	STATUS OF THE AGREEMENT
ARTICLE	47	EMPLOYEE FACILITIES
ARTICLE	48	SUBSTITUTES
ARTICLE	50	DURATION

# APPENDIX B CALENDAR

# STUDENT CALENDAR 2023-2024



		AUGUST					FEBRUARY							
		M	T	W	T	F	M	T	W	T	F			
21-22	Bethel Professional Learning Days (Provisional)		1	2	3	4					1	2	5, 12, 26	Late Arrival
23-24	Bethel Professional Learning Days	7	8	9	10	11	5	6	7	8	9	16	Snow Make-up Day or No School	
25	State Professional Learning Day #1	14	15	16	17	18	12	13	14	15	16	19	Presidents' Day – No School	
28	State Professional Learning Day #2	21	22	23	24	25	19	20	21	22	23	20	Waiver Day #2 – No Students	
29	Back to School Prep / Staff	28	29	30	31		26	27	28	29				
30	First Day of School													
		SEPTEMBER					MARCH							
		M	T	W	T	F	M	T	W	T	F			
1	Non School Day					1					1	4, 11, 18	Late Arrival	
4	Labor Day – No School	4	5	6	7	8	4	5	6	7	8	14	End of 2nd Tri & Elem/MS/HS Grade Prep – Early Dismissal K-12	
11, 18, 25	Late Arrival	11	12	13	14	15	11	12	13	14	15	25-29	Elementary Conference Week Early Dismissal, Grades K-5	
22	State Professional Learning Day #3 No Students	18	19	20	21	22	18	19	20	21	22	27-29	Secondary Conference Week Early Dismissal, Grades 6-12	
		25	26	27	28	29	25	26	27	28	29			
		OCTOBER					APRIL							
		M	T	W	T	F	M	T	W	T	F			
2, 9, 16, 30	Late Arrival	2	3	4	5	6	1	2	3	4	5	1-5	Spring Break	
20	Waiver Day #1 – No Students	9	10	11	12	13	8	9	10	11	12	8, 15, 22, 29	Late Arrival	
23-27	Elementary Conference Week Early Dismissal, Grades K-5	16	17	18	19	20	15	16	17	18	19			
25-27	Secondary Conference Week Early Dismissal, Grades 6-12	23	24	25	26	27	22	23	24	25	26			
		30	31				29	30						
		NOVEMBER					MAY							
		M	T	W	T	F	M	T	W	T	F			
6, 13, 27	Late Arrival			1	2	3			1	2	3	6, 13, 20	Late Arrival	
10	Veterans Day – No School	6	7	8	9	10	6	7	8	9	10	24	Snow Make-up Day or No School	
22-24	Thanksgiving Break	13	14	15	16	17	13	14	15	16	17	27	Memorial Day – No School	
30	MS/HS End of 1st Tri/Grade Prep Early Dismissal, Grades 6-12	20	21	22	23	24	20	21	22	23	24			
		27	28	29	30		27	28	29	30	31			
		DECEMBER					JUNE							
		M	T	W	T	F	M	T	W	T	F			
4, 11	Late Arrival					1	3	4	5	6	7	3	Late Arrival	
18-29	Winter Break – No School	4	5	6	7	8	10	11	12	13	14	11	Elem/MS/HS Grade Prep Early Dismissal, Grades K-12	
		11	12	13	14	15	17	18	19	20	21	14	Last Day of School Early Dismissal, Grades K-12	
		18	19	20	21	22	24	25	26	27	28			
		25	26	27	28	29								
		JANUARY					JULY							
		M	T	W	T	F	M	T	W	T	F			
1	New Year's Day – No School	1	2	3	4	5	1	2	3	4	5			
8, 22, 29	Late Arrival	8	9	10	11	12	8	9	10	11	12			
15	Martin Luther King, Jr. Day No School	15	16	17	18	19	15	16	17	18	19			
30	Elementary End of Semester Early Dismissal, Grades K-5	22	23	24	25	26	22	23	24	25	26			
		29	30	31			29	30	31					

**– KEY –**

- Late Arrival (1 hour)
- Early Dismissal Elementary
- Early Dismissal MS & HS
- Early Dismissal All Grades
- No School for Students
- Non School Days

Elementary = Grades K-5\*  
 Middle School = Grades 6-8  
 High School = Grades 9-12

Student Calendar = 178 school days for students and 2 waiver days for teachers.

\*Elk Plain School of Choice follows elementary schedules.



# APPENDIX C CERTIFICATED SALARY SCHEDULE



23-24 supposal as of 08/14/2023 - option B

		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16-19	20-24	25+	
<b>BA + 0</b>	Base Pay	57,340	58,630	59,949	61,298	62,677	64,088	65,530	67,004	68,344											
	Enrichment	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400											
	3 Professional days	956	977	999	1,022	1,045	1,068	1,092	1,117	1,139											
	<b>Total</b>	<b>63,696</b>	<b>65,007</b>	<b>66,348</b>	<b>67,720</b>	<b>69,122</b>	<b>70,556</b>	<b>72,022</b>	<b>73,521</b>	<b>74,883</b>											
<b>BA + 45</b>	Base Pay	61,927	63,321	64,745	66,202	67,692	69,215	70,772	72,364	73,812	75,288	76,794	78,329	79,896	81,494	83,124	84,786	87,245	89,863	90,712	
	Enrichment	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	
	3 Professional days	1,032	1,055	1,079	1,103	1,128	1,154	1,180	1,206	1,230	1,255	1,280	1,305	1,332	1,358	1,385	1,413	1,454	1,498	1,512	
	<b>Total</b>	<b>68,359</b>	<b>69,776</b>	<b>71,224</b>	<b>72,705</b>	<b>74,220</b>	<b>75,769</b>	<b>77,352</b>	<b>78,970</b>	<b>80,442</b>	<b>81,943</b>	<b>83,474</b>	<b>85,034</b>	<b>86,628</b>	<b>88,252</b>	<b>89,909</b>	<b>91,599</b>	<b>94,099</b>	<b>96,761</b>	<b>97,624</b>	
<b>BA + 90/MA + 0</b>	Base Pay	66,881	68,386	69,925	71,498	73,107	74,752	76,434	78,153	79,717	81,311	82,937	84,596	86,288	88,445	90,745	93,104	95,804	98,678	99,611	
	Enrichment	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	
	3 Professional days	1,115	1,140	1,165	1,192	1,218	1,246	1,274	1,303	1,329	1,355	1,382	1,410	1,438	1,474	1,512	1,552	1,597	1,645	1,660	
	<b>Total</b>	<b>73,396</b>	<b>74,926</b>	<b>76,490</b>	<b>78,090</b>	<b>79,725</b>	<b>81,398</b>	<b>83,108</b>	<b>84,856</b>	<b>86,446</b>	<b>88,066</b>	<b>89,719</b>	<b>91,406</b>	<b>93,126</b>	<b>95,319</b>	<b>97,657</b>	<b>100,056</b>	<b>102,801</b>	<b>105,723</b>	<b>106,671</b>	
<b>MA + 45</b>	Base Pay	72,232	73,857	75,519	77,218	78,955	80,732	82,548	84,406	86,094	87,816	89,572	91,364	93,191	95,521	98,004	100,552	103,468	106,572	107,580	
	Enrichment	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	
	3 Professional days	1,204	1,231	1,259	1,287	1,316	1,346	1,376	1,407	1,435	1,464	1,493	1,523	1,553	1,592	1,633	1,676	1,724	1,776	1,793	
	<b>Total</b>	<b>78,836</b>	<b>80,488</b>	<b>82,178</b>	<b>83,905</b>	<b>85,671</b>	<b>87,478</b>	<b>89,324</b>	<b>91,213</b>	<b>92,929</b>	<b>94,680</b>	<b>96,465</b>	<b>98,287</b>	<b>100,144</b>	<b>102,513</b>	<b>105,037</b>	<b>107,628</b>	<b>110,592</b>	<b>113,748</b>	<b>114,773</b>	
<b>MA + 90 or Doc</b>	Base Pay	75,482	77,181	78,917	80,693	82,508	84,365	86,263	88,204	89,968	91,767	93,603	95,475	97,384	99,819	102,414	105,077	108,124	111,368	112,421	
	Enrichment	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	5,400	
	3 Professional days	1,258	1,286	1,315	1,345	1,375	1,406	1,438	1,470	1,499	1,529	1,560	1,591	1,623	1,664	1,707	1,751	1,802	1,856	1,874	
	<b>Total</b>	<b>82,140</b>	<b>83,867</b>	<b>85,632</b>	<b>87,438</b>	<b>89,283</b>	<b>91,171</b>	<b>93,101</b>	<b>95,074</b>	<b>96,967</b>	<b>98,696</b>	<b>100,563</b>	<b>102,466</b>	<b>104,407</b>	<b>106,883</b>	<b>109,521</b>	<b>112,228</b>	<b>115,326</b>	<b>118,624</b>	<b>119,695</b>	

The following increase will be applied exclusively to Base Pay:

- \* 2024-25: IPD
- \* 2025-26: IPD

## APPENDIX D-1 STIPEND SCHEDULE

<b>Bethel School District No.403 - BEA Stipend Schedule</b>
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Activities	Sr High	M.S	K-8	Elem	District	Dist Voc	Dist SpEd
ASB / Leadership Coordinator	\$3,400	\$2,100	\$-	\$-	\$-	\$-	\$-
Advisory Council Technology (ACT)	\$-	\$-	\$-		\$1,300	\$-	\$-
* Athletic Coordinator	\$-	\$8,200	\$-	\$-	\$-	\$-	\$-
Class Advisor	\$1,200	\$-	\$-	\$-	\$-	\$-	\$-
Co-Curricular Dance	\$-	\$-	\$4,400	\$2,100	\$-	\$-	\$-
CTE Student Advisor (CTSO)	\$2,200	\$2,200	\$-	\$-	\$-	\$-	\$-
Curriculum Leader	\$3,400	\$3,400	\$-	\$-	\$-	\$-	\$-
Drama	\$4,700	\$-	\$4,400	\$2,100	\$-	\$-	\$-
Ed Specialist	\$3,400	\$3,400	\$-	\$-	\$-	\$-	\$-
English Learners (MLE)	\$-	\$-	\$-	\$-	\$-	\$-	\$800
Elementary School Leadership	\$-	\$-	\$1,200	\$1,200	\$-	\$-	\$-
Journalism	\$3,400	\$-	\$-	\$-	\$-	\$-	\$-
Middle School Club Stipend (4)	\$-	\$800	\$-	\$-	\$-	\$-	\$-
** Music Band	\$4,700	\$3,400	\$4,400	\$1,100	\$-	\$-	\$-
** Music Choral	\$3,400	\$3,400	\$4,400	\$1,100	\$-	\$-	\$-
** Music Orchestra	\$3,400	\$3,400	\$4,400	\$1,100	\$-	\$-	\$-
Music Band/Assistant	\$2,100	\$-	\$-	\$-	\$-	\$-	\$-
Music Band/Pep	\$1,600	\$-	\$-	\$-	\$-	\$-	\$-
Music Band/Jazz	\$-	\$1,600	\$-	\$-	\$-	\$-	\$-
Theater Manager	\$1,600	\$-	\$-	\$-	\$-	\$-	\$-
Photography	\$1,200	\$-	\$-	\$-	\$-	\$-	\$-
Self-Contained Special Education	\$-	\$-	\$-	\$-	\$-	\$-	\$1,100
Special Olympics Head	\$-	\$-	\$-	\$-	\$-	\$-	\$2,100
Student Publications	\$-	\$2,100	\$-	\$-	\$-	\$-	\$-
Video Production Coordinator	\$2,100	\$-	\$-	\$-	\$-	\$-	\$-
Yearbook	\$3,400	\$-	\$-	\$-	\$-	\$-	\$-

The following elementary band, orchestra, and music employees will remain at the previous contract stipend level (i.e., \$1,988 for one school, \$2,200 for two schools, \$3,300 for three schools, \$4,400 for four schools):

Armstrong, Matthew	Geyer, Peter	Molinek, Cammy
Neely (Bill), Allison	Hemenway, Monica	Olson, Katrina
Brossman (Rohwer), Jamie	Hoye, Michael	Olson, Mary
Debolt, Gianna	Kortuem, Ursula	Pelandini, Rebecca
Dowd, Caryl	Mercer, Michael	
Franz, Dina		

Supplemental Service Agreement submitted by: \*Director of Athletics    \*\*Director of Arts Education

Challenger Stipend Schedule		
Activities	# of Stipends	Stipend Amount
ASB/Senior Class Advisor	1	\$1,200
Curriculum Leader	4	\$3,400
Yearbook	1	\$1,200

## APPENDIX D-2 SUPPLEMENTAL STIPEND SCHEDULE

### SUPPLEMENTAL STIPEND SCHEDULE

There will be a minimum of six (6) curriculum leaders at each Senior High and four (4) at each Middle School. Challenger Secondary School will have a minimum of four (4) curriculum lead stipends. Each elementary school will have a minimum of seven (7) School Leadership Team members.

Band directors will receive their hourly per diem rate when their bands accompany an athletic team participating in an extended season.

Career and Technical Student Organization (CTSO) advisors may receive, in addition to their stipend, seven hundred fifty dollars (\$750) stipend per contracted year (Example: September 1 - August 31) to accompany qualified student(s) to state or national competitions that require overnight stays on non-contracted days.

<b>ACTIVITY</b>	<b>2023-2026</b>
District-Approved curriculum/committee work	\$42 per hour
Summer School/Extended Day Learning Support/Credit Retrieval	\$42 per hour
Trainers from outside the building (or in excess of training hours).	\$60 per hour
University Credit Course	\$60 per hour instruction & planning Team Teaching: \$40 per hour
District Sponsored Courses	\$60 per hour instruction & planning Team Teaching: \$40 per hour Per Diem if on supplemental contract
District Sponsored Presentations During Contract Time	Planning Time only at \$30 per hour Team Teaching: \$25 per hour
Art Teachers assigned to setup/attend Art/Tech Fair	\$250 stipend

*\*Guidelines for Certificated Professional Development Instructor Compensation Rates*

Type of Training	Rate of Pay (Certificated Staff)
<p><b>University Credit Course:</b> University credit courses are core courses that Bethel School District sponsors as part of its professional development program. The instructor has adjunct faculty status through an established university and offers the course as graduate level credit. The instructor creates the syllabus and has it approved, grades participants' course work and assigns final grades.</p>	<p>\$60.00 per hour of instruction. Planning time at \$60.00 per hour equal to half of total class time for a new class. Planning time for repeated classes equal to one quarter of total class time.</p> <p><u>Team teaching:</u> \$40.00 per hour</p>
<p><b>District Sponsored Courses:</b> District offerings are core courses that Bethel School District sponsors as part of its professional development program. Credits and/or clock hours are offered through District program directors. Final grades assigned by the instructor.</p>	<p>\$60.00 per hour of instruction. Planning time at \$60.00 per hour equal to half of total class time for a new class. Planning time for repeated classes equal to one quarter of total class time.</p> <p><u>Team teaching:</u> \$40.00 per hour of instruction. Planning time at \$40.00 per hour equal to half of total class time for new class. Planning time for repeated classes equal to one quarter of total class time. If enrollment is at or above 30 participants, \$40.00 per hour for team teaching.</p>

	Per diem rate if instructor is under a supplemental contract.
<b>District Sponsored Presentations During Contract Time:</b> District sponsored presentations require pre-approval by the Curriculum and Instruction Department.	Planning time only at \$30.00 per hour equal to half of total presentation time.  <u>Team teaching:</u> \$25.00 per hour

Note: Professional development opportunities are determined by criteria based on research, best practices, needs assessments, state goals, and Bethel's FUTURESCHOOLS plan. Offerings require prior approval through the Teaching and Learning Department.

## APPENDIX E-1 PSYCHOLOGISTS

### CRITERIA FOR THE EVALUATION OF CERTIFICATED SUPPORT PERSONNEL *PSYCHOLOGISTS*

**Criterion 1: Knowledge and Scholarship in Special Field** Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He or she demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12 and demonstrates the ability to integrate the area of specialty into the total school milieu.

#### Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Provides a theoretical rationale for the use of various educational procedures with handicapped students in both special and regular classes
- B. Demonstrates understanding of basic principles of human learning, growth, and development
- C. Relates and applies knowledge, research findings, and theory derived from the disciplines of psychology and special education to the development of a program of services
- D. Demonstrates knowledge of special education legislation and implications for psychological services
- E. Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals

**Criterion 2: Specialized Skills** Each certificated support person demonstrates, in his or performance, a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation.

#### Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Designs and conducts specific and unique programs in the education and management of handicapped students
  - (1) Screens students referred as a focus of concern for social and emotional adjustment
  - (2) Does diagnostic assessment on all students failing screenings and determines special resources needed
  - (3) Assists in diagnostic assessment of students referred as a focus of concern for learning disabilities
  - (4) Provides management and counseling services to other professionals for behaviorally disabled students
  - (5) Provides management on a short-term basis (Long-term counseling should be referred to other agencies.)
- B. Demonstrates ability to synthesize and integrate testing and observational data concerning the student:
  - (1) Helps students integrate and utilize data
  - (2) Helps others involved with the student interpret and utilize data appropriately and accurately
  - (3) Helps other specialists by providing relevant assessment and interpretive data
  - (4) Assists educational staff in individualizing learning programs consistent with student learning styles and abilities
- C. Develops goals and objectives to meet student's identified adjustment needs as they interfere with educational processes
- D. Conducts ongoing reevaluation of student adjustment program progress
- E. Provides inservice or other instruction in the area of human behavior and learning

- F. Keeps accurate records necessary to provide data required by the state and school district

**Criterion 3: Management of Special and Technical Environment** Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment, and environment essential to the specialized programs.

Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Selects or recommends testing and observational measures appropriate to student needs
- B. Demonstrates appropriate use and the understanding of the limitations and restrictions of testing and observational procedures
- C. Uses summative and formative assessment procedures in predicting student growth
- D. Protects the privacy of students and family information as mandated by state and federal regulations and district policies
- E. Consults with teachers and administrators concerning learning settings in the classroom, building, and on the playground

**Criterion 4: The Support Person as a Professional** Each certificated support person demonstrates awareness of his or her limitations and strengths and demonstrates continued professional growth.

Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Demonstrates awareness of responsibilities to students, parents, and other educational personnel
- B. Demonstrates commitment to professional activities (attendance at local and state meetings, consortium activities, participation on special committees, etc.)
- C. Demonstrates commitment to professional growth by participation in workshops and seminars or graduate study
- D. Demonstrates awareness of personal and professional limitations and assets and sets appropriate professional goals and objectives

**Criterion 5: Involvement in Assisting Students, Parents, and Educational Personnel** Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Consults with other staff, school personnel, and parents concerning the development, coordination, and/or extension of services to those needing special education or psychological programs
- B. Plans and develops support programs to serve the preventive and developmental needs of the special education population
- C. Interprets characteristics and needs of students to parents, staff, and community in group and individual settings via oral and written communications

## APPENDIX E-2 COUNSELORS

### CRITERIA FOR THE EVALUATION OF CERTIFICATED SUPPORT PERSONNEL COUNSELORS

**Criterion 1: Knowledge and Scholarship in Special Field** Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He or she demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12 and demonstrates the ability to integrate the area of specialty into the total school milieu.

#### Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Provides a theoretical rationale for the use of various counseling procedures
- B. Demonstrates an understanding of the principles of human growth and development
- C. Relates and applies knowledge, research, and theory of the counseling specialty to the development of a program of services

**Criterion 2: Specialized Skills** Each certificated support person demonstrates, in his or her performance, a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation.

#### Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Demonstrates the ability to work with the total range of students, parents, and professional staff
- B. Demonstrates effective oral and written communication skills
- C. Administers and interprets standardized tests and evaluative instruments
- D. Uses a variety of techniques such as paraphrasing, listening, discussing, and problem solving

**Criterion 3: Management of Special and Technical Environment** Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment, and environment essential to the specialized programs.

#### Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Develops a schedule of counseling activities to provide a sound guidance program for all students seeking help with personal, vocational, and educational problems
- B. Provides specific operational counseling and/or guidance objectives for the school year
- C. Maintains confidential records, as necessary, reflecting ongoing counseling and guidance programs with individual or groups of students, parents, staff, and other significant community agencies
- D. Incorporates information from testing, observation, parents, teachers, and significant others in developing programs or plans of action for individual students

- E. Supervises the orientation of students to the next higher grade level and to post-high school placement
- F. Coordinates the process for identification of students with educational handicaps and reports these to appropriate district personnel.
- G. Consults with the building principal and/or department chairperson with respect to development of the curriculum to meet the identified needs of students
- H. Coordinates the effort necessary for the referral of students to special in-district and out-of-district services

**Criterion 4: The Support Person as a Professional** Each certificated support person demonstrates awareness of his or her limitations and strengths and demonstrates continued professional growth.

#### Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Is receptive to change and demonstrates the continual development of strategies to meet specified goals and objectives
- B. Stays abreast of current trends through course work, literature, professional organizations, and workshops
- C. Demonstrates communications reflecting openness and honesty with students, parents, and educational personnel
- D. Demonstrates enthusiasm and self-motivation
- E. Uses professional rationale for counseling approaches
- F. Demonstrates ability and knowledge to make appropriate referrals

**Criterion 5: Involvement in Assisting Students, Parents, and Educational Personnel** Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

#### Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Works effectively with students
  - (1) Motivates students to seek counseling when needed
  - (2) Is sensitive to adolescents' feelings
  - (3) Helps students with personal as well as educational and vocational problems
  - (4) Demonstrates confidentiality or informs the student if this protection is not possible or realistic
  - (5) Utilizes appropriate instructional and pupil personnel services
  - (6) Encourages students to use other service personnel when appropriate and actively assists in the accomplishment of this objective
- B. Works effectively with parents
  - (1) Promotes free and easy communication between school and home
  - (2) Is available to parents
  - (3) Has a professional image among parents
  - (4) Attends to parental referrals
  - (5) Follows through with parents in reducing crises and/or responding to their needs for counselor's services and encourages the use of other services when appropriate
- C. Works effectively with educational personnel
  - (1) Is sensitive to role and problems of other educational personnel
  - (2) Cooperates willingly with all school personnel
  - (3) Communicates easily and effectively with teachers
  - (4) Is receptive to teachers' comments and suggestions



- (5) Has good rapport with educational personnel
- (6) Functions effectively as resource consultant to educational personnel in matters of curriculum, student activities, and human interaction
- (7) Attends to and follows through on reports to educational personnel

## APPENDIX E-3 SCHOOL NURSES

### CRITERIA FOR THE EVALUATION OF CERTIFICATED SUPPORT PERSONNEL *SCHOOL NURSES*

**Criterion 1: Knowledge and Scholarship in Special Field** Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He or she demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12 and demonstrates the ability to integrate the area of specialty into the total school milieu.

#### Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employees' abilities and practices such as:

- A. Provides a theoretical rationale for the use of various nursing procedures
- B. Demonstrates understanding of the basic principles of human growth and development
- C. Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals
- D. Relates and applies knowledge, research findings, and theory deriving from the school nursing discipline to the development of a program of services
- E. Demonstrates professional nursing ability and knowledge of developmental, clinical, and educational processes

**Criterion 2: Specialized Skills** Each certificated support person demonstrates, in his or her performance, a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation.

#### Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Designs and conducts health appraisal program
  - (1) Conducts assigned health assessment screening as time and workload permit
  - (2) Uses information gathered from health assessment techniques to identify health problems
  - (3) Makes valid referrals to students, parents, and teachers for remediation recommendations and educational program adapted for identifiable health problems
- B. Carries out health counseling
  - (1) Identifies students in need of health counseling
  - (2) Conducts individual and group health counseling sessions with students and parents
  - (3) Makes appropriate referrals to appropriate school and community resources
- C. Handles communicable disease program
  - (1) Uses effective methods for control of communicable diseases
  - (2) Keeps staff informed of problem health areas and recommended remediation
- D. Assists with health education
  - (1) Contributes to the health curriculum
  - (2) Assists classroom teachers to present health concepts more effectively
  - (3) Is a medically and scientifically reliable health resource person for all staff
- E. Works in environmental health and accident prevention
  - (1) Demonstrates alertness to environmental health problems within the school plant
  - (2) Prepares an effective system for emergency care

- (3) Performs efficiently in emergency situations

F. Develops goals and objectives which will facilitate the implementation of programs and services

**Criterion 3: Management of Special and Technical Environment** Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment, and environment essential to the specialized programs.

Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Selects or recommends testing and non-testing devices, materials, and equipment appropriate to student needs
- B. Demonstrates the use and an understanding of the limitations and restrictions of devices, materials, and procedures involved in school nursing
- C. Creates an environment which provides privacy and protects student and family information as mandated by state and federal regulations and district policies and procedures
- D. Uses a system of periodic review and supervision for students' health status

**Criterion 4: The Support Person as a Professional** Each certificated support person demonstrates awareness of his or her limitations and strengths and demonstrates continued professional growth.

Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Demonstrates awareness of the law as it relates to school nursing
- B. Demonstrates awareness of responsibilities to students, parents, and other educational personnel
- C. Demonstrates commitment to activities of professional school nurses
  - (1) Belongs to and participates in a professional organization
  - (2) Has participated in professional education programs and kept abreast of current professional literature
- D. Demonstrates commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study
- E. Upholds the professional standards of nursing and education

**Criterion 5: Involvement in Assisting Students, Parents, and Educational Personnel** Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Consults with other staff, school personnel, and parents concerning the maintenance, development, coordination, and/or extension of services to those needing school nursing programs
  - (1) Interprets and alerts the school administrators to school health laws, problems, and trends
- B. Plans and develops support programs to serve the preventive and developmental needs of the school population and the special needs of some students
- C. Interprets characteristics and needs of students to parents, staff, and community in group and individual settings via oral and written communication

- D. Coordinates school community health programs and activities
  - (1) Promotes effective communication between the community health professional and the school
  - (2) Keeps updated files on community resources
  - (3) Uses community resources effectively
- E. Serves special education program
  - (1) Serves effectively in consulting with admission and dismissal committees
  - (2) Continuously keeps special education teachers informed of students' health status
- F. Establishes effective relations with school personnel and community patrons
- G. Informs students of health career opportunities

## APPENDIX E-4 LEARNING RESOURCE SPECIALISTS

### CRITERIA FOR THE EVALUATION OF CERTIFICATED SUPPORT PERSONNEL *LEARNING RESOURCE SPECIALISTS*

**Criterion 1: Knowledge and Scholarship in Special Field** Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He or she demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12 and demonstrates the ability to integrate the area of specialty into the total school milieu.

#### Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Demonstrates an understanding of the principles of human growth and development in working with students
- B. Applies professional knowledge to the development of a program of services
- C. Demonstrates educational and professional skills

**Criterion 2: Specialized Skills** Each certificated support person demonstrates, in his or her performance, a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation.

#### Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Designs and conducts a program providing specific library and media services
- B. Helps students and teachers to locate and utilize data
- C. Demonstrates the ability to help teachers integrate specialized library and media information into the instructional program
- D. Assists with independent study, reference, and research work of small and large groups
- E. Attracts and encourages students to utilize full library services

**Criterion 3: Management of Special and Technical Environment** Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment, and environment essential to the specialized programs.

#### Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Utilizes funds within assigned budgets that will insure the most efficient inventory improvement
- B. Develops a system of materials control
- C. Oversees a program of maintenance of materials
- D. Develops and maintains an attractive, orderly environment

**Criterion 4: The Support Person as a Professional** Each certificated support person demonstrates awareness of his or her limitations and strengths and demonstrates continued professional growth.

#### Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Demonstrates an awareness of laws and policies relating to library work
- B. Demonstrates commitment to activities of professional librarians
- C. Communicates effectively with students, staff, and parents

**Criterion 5: *Involvement in Assisting Students, Parents, and Educational Personnel*** Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

#### Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Works effectively with staff in maintenance, development, coordination, and/or extension of service
- B. Provides a support program to serve the needs of the school population
- C. Assists staff in interpreting needs of students
- D. Assists curriculum committees in selection of appropriate materials for resource units and curriculum goals and/or guides
- E. Plans and contributes to school programs and interest groups
- F. Compiles materials lists for groups and individuals
- G. Promotes use of materials in the Instructional Materials Center
- H. Identifies students who have reading or study problems and seeks ways to help them

## APPENDIX E-5 SPEECH LANGUAGE PATHOLOGIST

### CRITERIA FOR THE EVALUATION OF CERTIFICATED SUPPORT PERSONNEL SPEECH LANGUAGE PATHOLOGIST

**Criterion 1: Knowledge and Scholarship in Special Field** Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He or she demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12 and demonstrates the ability to integrate the area of specialty into the total school milieu.

#### Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employees' abilities and practices such as:

- A. Understands the tasks of the classroom teacher and demonstrates familiarity with the educational goals, methods, materials used, and the planning and assessment techniques where it is relevant to the speech program for individual students
- B. Demonstrates a working knowledge of community, state, and federal resources in the areas of personnel, programs, and facilities
- C. Identifies important factors which contribute to the effectiveness of the speech, language, and hearing program, i.e., personnel, materials, organizational patterns, basic philosophy, budget, diagnostic, therapeutic, and evaluative strategies
- D. Develops a functional schedule for periodic program assessment
  - (1) Recognizes limitations and interrelationships, e.g., budget, time, personnel, and administrative structures
  - (2) Assigns priorities
  - (3) Sets appropriate time limits for completion of each segment of the total schedule
  - (4) Adapts evaluative schedules and procedures as priorities change

**Criterion 2: Specialized Skills** Each certificated support person demonstrates, in his or her performance, a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation.

#### Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Effectively organizes and implements the identification program by utilizing screening procedures, materials, screening criteria, recording procedures, and the referral system
- B. Coordinates the screening program with school schedules
- C. Plans and selects appropriate diagnostic procedures reflecting a knowledge of:
  - (1) Normal communication behavior and deviation from such normal behavior
  - (2) The significant behavioral manifestations that may be associated with various communication disorders
  - (3) Factors that may have casual or maintaining relationships to the communication behavior to be modified
- D. Implements diagnostic procedures and techniques necessary for thorough and precise diagnosis including: Interviewing, observing, testing, and recording
- E. Organizes diagnostic information which identifies the factors precipitating and maintaining the disorder(s) and which suggests a plan of remediation
- F. Makes a case selection on the basis of the above information

- G. Formulates short- and long-term therapeutic goals in relation to individual needs
- H. Plans therapeutic approaches for the treatment of speech, language, and hearing disorder(s) in accordance with identified goals
- I. Plans efficient record keeping systems regarding the individual student's performance
  - (1) Maintains records required by state and local policies and regulations
- J. Establishes and maintains a dynamic therapist-student relationship
  - (1) Employs appropriate predetermined motivational techniques
  - (2) Guides the student toward awareness of and responsibility for his or her therapy goals
  - (3) Exhibits warmth and confidence in therapist-student interaction
  - (4) Maintains productive discipline
  - (5) Utilizes the dynamics of the group situation therapeutically
  - (6) Individualizes therapy for the various members of a group appropriately
- K. Implements, evaluates, and modifies therapeutic strategies effectively and takes into consideration pertinent information known about each student

**Criterion 3: Management of Special and Technical Environment** Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment, and environment essential to the specialized programs.

Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Develops and maintains orderly procedures in the storage and utilization of materials, supplies, and equipment
- B. Determines a sequence of activities regarding time, location, and physical environment planning, type of problems (speech, language, or hearing), materials, personnel involved, and referral sources available
- C. Utilizes the resources of personnel, programs, and facilities available within and outside of the school district

**Criterion 4: The Support Person as a Professional** Each certificated support person demonstrates awareness of their limitations and strengths and demonstrates continued professional growth.

Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Functions within the boundaries of his or her professional competencies and, when indicated, requests additional diagnostic assistance
- B. Extends his or her professional knowledge and skill
  - (1) Attends short courses, workshops, inservice, and other professionally sponsored meetings
  - (2) Participates in workshops or seminars
- C. Identifies with the speech and hearing profession through activities which may include:
  - (1) Active membership in speech and hearing associations
  - (2) Participating in professional activities within the school district, e.g., preparation of guides, resource materials, conducting parent education groups
- D. Exhibits professional behavior and attitudes
  - (1) Evaluates and modifies his or her behavior toward increasingly higher standards of performance
  - (2) Makes constructive efforts to improve standards for communication disorder specialists at all levels of proficiency
- E. Develops or provides information and completes forms required by state and local policies and regulations



- F. Utilizes new developments in professional and educational philosophies, strategies, and media
- G. Utilizes research findings and methods and participates in appropriate research activities

**Criterion 5: Involvement in Assisting Students, Parents, and Educational Personnel** Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

#### Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. The communications disorder specialist assists associated professionals in understanding the scope of the speech and hearing program.
  - (1) Interprets needs, abilities, etc., of communication handicapped students to associated professionals, particularly the classroom teacher
  - (2) Interprets program to school officials, teachers, and other educational staff associates
  - (3) Counsels teachers concerning speech and language opportunities within the classroom structure
  - (4) Assists the classroom teacher in providing opportunities to reinforce improved communicative behavior
  - (5) Participates in staffing
  - (6) Provides information, research data, or resource materials
- B. The communication disorder specialist provides information for and assistance to parents.
  - (1) Interprets the total program as related to a particular student
  - (2) Suggests other resources
  - (3) Informs and counsels regarding particular problems
  - (4) Interprets diagnostic results and implications
  - (5) Enlists assistance in the home for the purpose of modifying behavior
- C. The communication disorder specialist serves the community in an advisory role.
  - (1) Interprets the program to other agencies in the community
  - (2) Coordinates referrals to and from other agencies
  - (3) Informs community members regarding services offered, related resources, and present and future needs
- D. The communication disorder specialist initiates and implements speech-language improvement programs.
  - (1) Assists with curriculum development and production of instructional guides
  - (2) Provides demonstration lessons for classroom teachers
  - (3) Produces instructional materials
  - (4) Evaluates effectiveness of speech improvement program

## APPENDIX E-6 SOCIAL WORKERS

### CRITERIA FOR THE EVALUATION OF CERTIFICATED SUPPORT PERSONNEL SOCIAL WORKERS

**Criterion 1: Knowledge and Scholarship in Special Field** Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He or she demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12 and demonstrates the ability to integrate the area of specialty into the total school milieu.

#### Recommended Indicators of the Standards of Performance Required

The evaluation and process assesses the support personnel employee's abilities and practices such as:

- A. Provides a theoretical rationale for the use of individual and group counseling techniques
- B. Demonstrates an understanding of human functioning, dysfunctioning, and personality development
- C. Relates social science research and theory to the development of a program of services

**Criterion 2: Specialized Skills** Each certificated support person demonstrates, in his or her performance, a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation.

#### Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Demonstrates the ability to work with the total range of students, parents, and professional staff
- B. Demonstrates effective oral and written communication skills
- C. Demonstrates the ability to perform casework and/or group work services with parents and families as an aspect of aiding the educational and social progress of students
- D. Demonstrates the ability to use or develop a variety of techniques to help the client better cope with the school environment

**Criterion 3: Management of Special and Technical Environment** Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment, and environment essential to the specialized programs.

#### Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Develops a schedule of activities to provide appropriate counseling services for all students referred for behavioral, social, and/or educational problems
- B. Provides specific operational social worker objectives for the school year
- C. Maintains confidential records, as necessary, reflecting ongoing counseling programs with individual or groups of students, parents, staff, and other significant community agencies
- D. Incorporates information from testing, observation, parents, teachers, and significant others in helping students develop individual plans of action for growth or change

- E. Consults with the building principal and classroom teacher(s) with respect to development of curriculum to meet the identified needs of students
- F. Coordinates the effort necessary for the referral of students to additional special in-district and out-of-district services

**Criterion 4: *The Support Person as a Professional*** Each certificated support person demonstrates awareness of his or her limitations and strengths and demonstrates continued professional growth.

Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Is receptive to change and demonstrates the continual development of strategies to meet specified goals and objectives
- B. Stays abreast of current trends through course work, literature, professional organizations, and workshops
- C. Demonstrates communications reflecting openness and honesty with students, parents, educational personnel, and district patrons
- D. Demonstrates enthusiasm and self-motivation
- E. Uses professional rationale for all guidance activities
- F. Demonstrates ability and knowledge to serve as a liaison between school and community resources such as family service agencies, child guidance clinics, juvenile court, and protective services

**Criterion 5: *Involvement in Assisting Students, Parents, and Educational Personnel*** Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

Recommended Indicators of the Standards of Performance Required

The evaluation process assesses the support personnel employee's abilities and practices such as:

- A. Works effectively with students
  - (1) Demonstrates the ability to establish rapport and trust with students
  - (2) Demonstrates confidentiality or informs the student if this protection is not possible or realistic
  - (3) Utilizes appropriate instruction and pupil personnel services
  - (4) Encourages students to use other service personnel when appropriate, and actively assists in the accomplishment of this objective
- B. Works effectively with parents
  - (1) Facilitates communication between school and home toward the reduction of crises and/or other emotional problems
  - (2) Is available to parents
  - (3) Maintains a professional image among parents/guardians
  - (4) Attends to parental referrals
  - (5) Follows through with parents in reducing crises and/or responding to their needs for services and encourages the use of other services when appropriate
- C. Works effectively with educational personnel
  - (1) Demonstrates awareness of the role and responsibilities of other educational staff
  - (2) Demonstrates the ability to facilitate open communication between other school personnel and self (listens, considers others' input, etc.)
  - (3) Demonstrates the ability to consult with teachers and administrators regarding the special needs of students
  - (4) Has good rapport with educational personnel
  - (5) Attends to and follows through on reports to educational personnel

- D. Interprets characteristics and needs of students to parents, staff, and community in group and individual settings via oral and written communications
- E. Plans, develops, and maintains support programs to serve the preventive and developmental needs of the school population and special needs of selected students

# APPENDIX E-7 SUMMARY EVALUATION REPORT, CERTIFICATED SUPPORT PERSONNEL

Bethel Public Schools  
 Summary Evaluation Report  
 Certificated Classroom Personnel  
 School Year \_\_\_\_\_

Employee \_\_\_\_\_ Location \_\_\_\_\_

<p style="text-align: center;"><u>Record of Observations</u></p> <p style="text-align: center;">Date/Time</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p> <p>6. _____</p> <p>_____</p>	<p>Assignment _____</p> <p>Type: Annual <input type="checkbox"/></p> <p>Other <input type="checkbox"/> _____</p> <p><u>Evaluator's Summary Comments</u></p> <p>Include strengths, weaknesses, suggestions for improvement and recommendations. Comments relating directly to evaluative criteria and/or observation records are required for all unsatisfactory</p>
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ratings.

**RATING: S = Satisfactory U = Unsatisfactory**

	<u>S</u>	<u>U</u>
1. Knowledge and Scholarship in ..... Special Field.	<input type="checkbox"/>	<input type="checkbox"/>
2. Specialized Skills .....	<input type="checkbox"/>	<input type="checkbox"/>
3. Management of Special and ..... Technical Environment.	<input type="checkbox"/>	<input type="checkbox"/>
4. The Support Person as a Professional	<input type="checkbox"/>	<input type="checkbox"/>
5. Involvement in Assisting Students, .. Parents and Educational Personnel	<input type="checkbox"/>	<input type="checkbox"/>

It is my judgment, based upon adopted criteria,  
 that this employee's overall performance has been:

\_\_\_\_\_ (satisfactory or unsatisfactory)  
 during the evaluation period covered by this report.

Additional pages attached:

\_\_\_\_\_  
 Signature of Evaluator Date

I have received a copy of this report.

\_\_\_\_\_  
 Signature of Employee Date

Statement of employee attached:

Distribution:  
 White: Employee      Canary: Evaluator      Pink: Personnel File

# APPENDIX E-8 EVALUATOR'S SUMMARY COMMENTS

Bethel Public Schools  
**Evaluator's Summary Comments**  
School Year \_\_\_\_\_

Name of Employee \_\_\_\_\_ Location \_\_\_\_\_  
Assignment \_\_\_\_\_

Type: Annual   
Other  \_\_\_\_\_

\_\_\_\_\_  
Signature of Evaluator Date

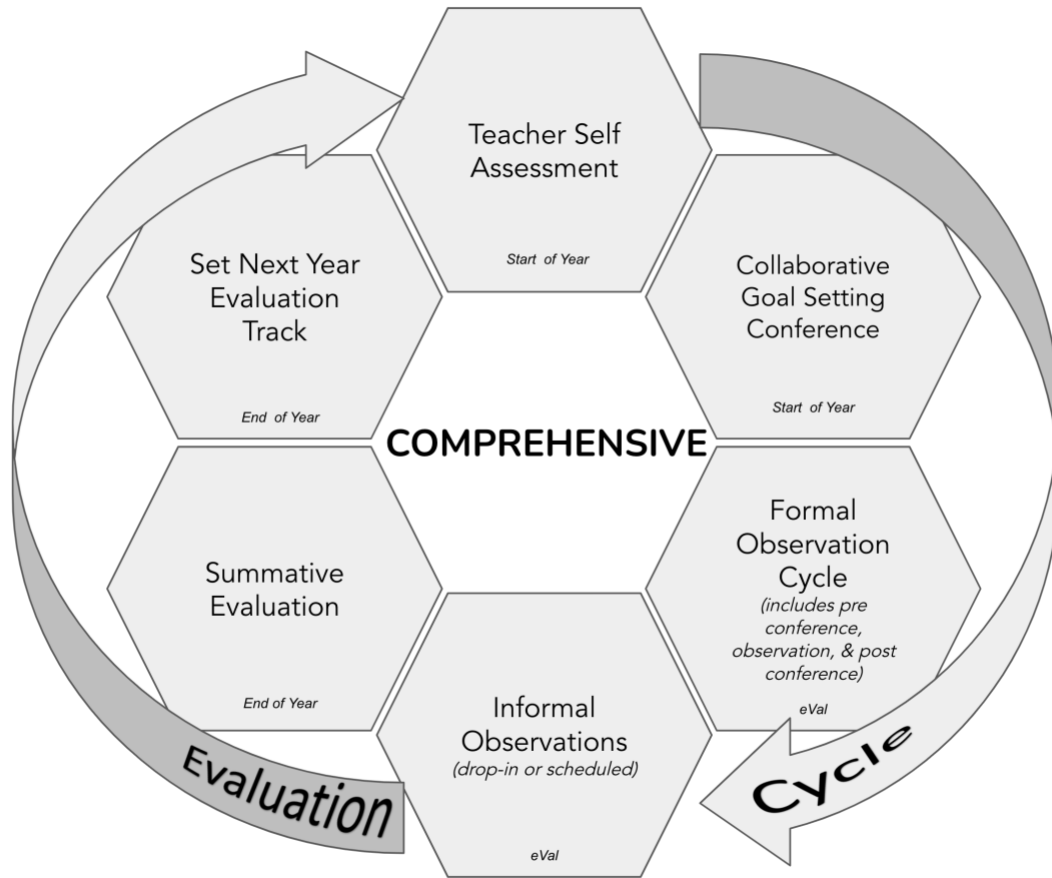
I have received a copy of this report.

\_\_\_\_\_  
Signature of Employee Date

Statement of employee attached:

Distribution: White - Employee Canary - Evaluator Pink - Personnel File

# APPENDIX E-9 EVALUATION CYCLE







## **MEMORANDUMS OF UNDERSTANDING (MOUs)**

1. Evaluation Framework and Student Growth Goals
2. Standards-Based Instruction and Grading
3. Bethel Virtual Academy

# MEMORANDUM OF UNDERSTANDING

## Evaluation Framework and Student Growth Goals

This **Memorandum of Understanding** is made by and between Bethel School District No. 403, a public school district located in Pierce County, Washington (“the District”) and the Bethel Education Association (“the Association”).

### Recitals

1. The Association and the District entered into a Collective Bargaining Agreement for the 2023-24, 2024-25, and 2025-26 school years;
2. Washington State will require for use and replace the existing student growth rubrics in the 2024-25 school year;
3. Washington State will require for use and replace the existing evaluation framework in the 2024-25 school year;
4. The parties agree to the following for complete resolution of this issue.

### Agreement

The parties agree as follows:

1. **SGG Pilot.** The District will pilot the new student growth goals during the 2023-24 school year. This pilot will include all staff evaluated on the Danielson Framework;
2. **SGG No Harm.** The pilot will be a “no harm” pilot and as such no staff who complete their growth goals will suffer a *basic* or *unsatisfactory* rating on their student growth goals;
3. **SGG Training.** During the 2023-24 school year, two district directed late start days will be allocated for training on the new student growth goals;
4. **Framework Implementation.** The District will implement the new Danielson Framework during the 2024-25 school year;
5. **Framework Training.** During the course of the 2023-24 school year, the language in the new framework will continue to be embedded in professional development offerings; One District directed late start in the Spring of 2024 will be used for buildings to review the new framework with their staff;
6. **Additional Support.** Employees who need additional support with questions or locating resources related to the implementation of the new framework or student growth goals can contract their principal/evaluator for additional information;

- 7. **Complete Agreement.** This Agreement contains all of the promises and covenants exchanged by the parties. In executing this Agreement, all parties warrant that they are relying solely upon their own judgment and knowledge and that they are not relying on any statements or representations made by the opposing party.
  
- 8. **Term of Agreement.** Unless otherwise provided herein, this agreement applies to the 2023-24 school year.
  
- 9. **Laws of the State of Washington.** This Agreement shall be interpreted and construed under the laws of the State of Washington.

**BETHEL EDUCATION ASSOCIATION**

By \_\_\_\_\_

Date \_\_\_\_\_

**BETHEL SCHOOL DISTRICT NO. 403**

By \_\_\_\_\_

Date \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING Standards-Based Instruction and Grading

This **Memorandum of Understanding** is made by and between Bethel School District No. 403, a public school district located in Pierce County, Washington (“the District”) and the Bethel Education Association (“the Association”).

### Recitals

1. The Association and the District entered into a Collective Bargaining Agreement for the 2023-24, 2024-25, and 2025-26 school years;
2. The District intends to implement a standards-based grading model at the secondary level beginning with the 2024-25 school year.
3. The purpose of standards-based instruction & grading (SBIG) is to communicate a student’s progress toward mastery of academic standards using practices that are accurate, equitable, and motivating.
  - a. See attached guiding principles: [SBIG Guiding Principles](#)
4. Activities and/or assessments entered into the grading system that contribute to a student’s overall grade shall be associated with identified standards aligned with the course of study.
5. The Association and District members have worked on the Task Force throughout the 2022-23 school year. The following tasks occurred during the 2022-2023 school year:
  - a. Launch the 22-23 school year with keynote speakers to set the stage for inclusionary practices and standards-based instruction and grading as "Equity in Action";
  - b. Create Turn Key Guiding Principle Professional Learning 30 - 45 minute sessions;
  - c. Develop communication videos on Guiding Principles Engaged a Guiding Coalition of Principals to provide and vet training sessions;
  - d. Facilitate monthly SBIG Sub Committee Sessions w/approximately 95 + Staff;
  - e. Reflect on each session and progress monitor sub-committee feedback via surveys;
  - f. Collaborate with SBIG Leadership Team weekly and Advisors to plan, refine, and develop monthly learning sessions for sub committees;
  - g. Share the key points of each sub committee, principal weekly updates, and put them in the turn keys, and principal newsletters;
  - h. Identify Guiding Principles with principals and staff to implement with integrity for the 23-24 school year;
  - i. Facilitate a Community & Family SBIG Forum May 16;
  - j. Bring SBIG Sub Committees together for Finale and Celebration of key deliverables June 7;
  - k. Lead a School Board Study Session SBIG June 13;

6. Moving forward, the Association and the District agree that thoughtful and intentional implementation that includes teacher input is critical to the success of standards-based grading practices at the secondary level.
7. The parties agree to the following for complete resolution of this issue.

### **Agreement**

The parties agree as follows:

1. **Implementation.** The District will move to a standards-based grading model beginning with the 2024-25 school year. There is a shared understanding that different programs may have different supports needed to transition to standards-based grading. This timeline may be modified as determined by the District based on input from the SBIG Task Force, feedback from members of the Gradebook Pilot, and/or the level of technology readiness for the gradebook.
2. **Gradebook Pilot.** Create a cadre of teachers to pilot the gradebook and report card in a sandbox forum for the 2023-24 school year. Feedback gathered will help inform next steps for districtwide implementation.
3. **Survey.** The District will survey secondary certificated staff (including an opportunity for open-ended feedback) in the 2023-24 school year to gather feedback and make adjustments to Professional Development and implementation:
  - Link to previous staff feedback: [SBIG Staff Feedback](#)
  - Link to current implementation plan: [SBIG 5-Year Plan](#)
4. **Task Force.** Convene the SBIG Task Force. The Task Force will gather feedback from the pilot teachers at the end of each trimester. The Task Force will review and provide input on next steps for the implementation plan based on feedback of the Gradebook Pilot for standards-based instruction and grading at the secondary level.
5. **Ongoing Communication.** Members of the Gradebook Pilot group will provide ongoing communication on progress to secondary certificated teachers during staff meeting time throughout the 2023-2024 school year.

6. **Links, Surveys & Other Resources.** The links, surveys, board policies, and other resources associated with this memorandum of understanding are offered for information purposes only and are not a part of this MOU, bargaining agreement, or any other agreement with the BEA.
  
7. **Complete Agreement.** This Agreement contains all of the promises and covenants exchanged by the parties. In executing this Agreement, all parties warrant that they are relying solely upon their own judgment and knowledge and that they are not relying on any statements or representations made by the opposing party.
  
8. **Term of Agreement.** Unless otherwise provided herein, this agreement applies to the 2023-24 school \_\_\_\_\_ year.
  
9. **Laws of the State of Washington.** This Agreement shall be interpreted and construed under the laws of the State of Washington.

**BETHEL EDUCATION ASSOCIATION**

By \_\_\_\_\_

Date \_\_\_\_\_

**BETHEL SCHOOL DISTRICT NO. 403**

By \_\_\_\_\_

Date \_\_\_\_\_

# MEMORANDUM OF UNDERSTANDING

## Bethel Virtual Academy

This **Memorandum of Understanding** is made by and between Bethel School District No. 403, a public school district located in Pierce County, Washington (“the District”) and the Bethel Education Association (“the Association”).

### Recitals

1. The Association and the District entered into a Collective Bargaining Agreement for the 2023-24, 2024-25, and 2025-26 school years;
2. Bethel Virtual Academy (BVA) is a K-12 Online School operated by the Bethel School District;
3. The parties recognize that an online learning environment requires unique support, and programming may look different than what is necessary for a more traditional learning environment;
4. The parties agree to the following for complete resolution of this issue.

### Agreement

The parties agree as follows:

1. **Applicability of Bargaining Agreement.** All provisions of the collective bargaining agreement apply to the BVA except as otherwise provided herein (i.e., caseload and class-size provisions, ALE stipends, etc.);
2. **Collaboration.** The administrator(s) in charge of Bethel Virtual Academy will collaborate regularly with its Leadership Team to clarify, adapt, and update the BVA Staff Handbook;
3. **New Hires.** Upon hire for a position at BVA, employees will be made aware of the requirements within this MOU and the BVA staff handbook;
4. **ALE Stipend.** Teachers shall be responsible for all ALE documenting and reporting requirements (Student Learning Plans-SLP, Weekly Academic Content-WAC, Monthly Academic Progress-MAP, Intervention meetings, etc.). A certificated teacher will follow state/district reporting requirements. An annual stipend will be provided to BVA teachers assigned tasks to meet state requirements for ALE compliance.
  - a. For Elementary Teachers, this stipend will be calculated according to the formula:  
Average Class Student Enrollment per month \* 9 \* \$5.
  - b. For Secondary Teachers, this stipend will be calculated according to the formula:  
Average Advisory Student Enrollment per month \* 9 \* \$10.

c. This stipend does not apply to staff that have ALE monitoring duties assigned as part of their FTE.

5. **Workload.** Elementary teachers will have a caseload of 26 (grades K-3) and 30 (grades 4-5). Secondary teachers will have a caseload of 150, and secondary PE teachers will have a caseload of 180 (not including advisory). See BVA staff handbook for prep guidance.

Overage pay will be calculated at the end of the year based on an average of MAP counts for each of the nine months according to the formula: Average Student Enrollment over the target per month \* 10 \* \$30;

Secondary advisory class size targets will be 25. Advisory class sizes are not included as part of the caseload provisions above.

6. **Workload.** BVA educators shall be available for synchronous online meetings during each school day. BVA teachers must be available and may be required to be present on campus to work with students and/or for scheduled days such as Bethel Learning Days, State Professional Learning Days, Waiver days, and to monitor district/state testing or any other school events that are identified by the principal with advance notice. Monthly meetings, PLC, and PD will generally be accessed remotely by staff.

7. **Assignment and Transfer.** The BVA principal will collaborate with the District on involuntary transfer of employees.

8. **Curriculum Leader Stipends.** BVA will be allotted seven total Curriculum Leader stipends at the rate of \$3,400.

9. **Complete Agreement.** This Agreement contains all of the promises and covenants exchanged by the parties. In executing this Agreement, all parties warrant that they are relying solely upon their own judgment and knowledge and that they are not relying on any statements or representations made by the opposing party.

10. **Term of Agreement.** This MOU terminates at the conclusion of the 2023-2026 bargaining agreement;

11. **Laws of the State of Washington.** This Agreement shall be interpreted and construed under the laws of the State of Washington.



11. **Laws of the State of Washington.** This Agreement shall be interpreted and construed under the laws of the State of Washington.

BETHEL EDUCATION ASSOCIATION

By \_\_\_\_\_

Date \_\_\_\_\_

BETHEL SCHOOL DISTRICT NO. 403

By \_\_\_\_\_

Date \_\_\_\_\_

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