

COLLECTIVE BARGAINING AGREEMENT

between

**BOARD OF DIRECTORS
BELLINGHAM SCHOOL DISTRICT #501**

and the

BELLINGHAM EDUCATION ASSOCIATION

September 1, 2025 - August 31, 2027



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PREAMBLE

PREAMBLE

This Collective Bargaining Agreement is entered into by the Bellingham Education Association and the Bellingham School District Number 501. The above parties have reached certain understandings which they desire to confirm in this agreement.

ARTICLE I – RECOGNITION AND DEFINITIONS

Section 1 – Recognition

The Board recognizes the Bellingham Education Association as the sole and exclusive bargaining representative for all full-time and regular part-time non-supervisory certificated teaching personnel, whether under contract or on leave. Such representation shall cover all certificated teaching personnel who are employed or have been granted leave by the Board of Directors with the following exceptions:

1. Superintendent of Schools
2. Deputy Superintendent
3. Chief Financial Officer
4. Assistant Superintendent of Human Resources
5. Assistant Superintendent of Dept. of Teaching and Learning
6. Executive Director of Communications & Community Relations
7. Executive Director of Educational Technology
8. Executive Director of Family Engagement
9. Chief Operations Officer
10. Executive Director of Teaching and Learning
11. Executive Director of Human Resources
12. Directors, Dept. Teaching and Learning
13. Principals
14. Assistant Principals
15. Casual Employees

The Board agrees not to negotiate with or recognize any teachers' organization other than the Bellingham Education Association for the duration of this Agreement.

Section 2 – Definitions

Unless the context in which they are used clearly requires otherwise, when used in this Agreement:

The term "Agreement" shall mean this entire contract.

The term "Association" shall mean the Bellingham Education Association.

The term "Board" shall mean the Board of Directors of Bellingham School District No. 501.

The term "District" shall mean the Bellingham School District No. 501.

The term "WEA" shall mean the Washington Education Association.

The term "NEA" shall mean the National Education Association.

ARTICLE II – STATUS AND ADMINISTRATION OF AGREEMENT

The term "employee" shall refer to all certificated employees, e.g., teachers, counselors, librarians, psychologists, etc., represented by the Association as defined in Article I-Section 1.

The term "days" shall mean calendar days unless otherwise specifically defined in this Agreement.

The term "Act" shall mean the Educational Employment Relations Act, codified as Chapter 41.59 RCW.

The words incorporated into this Agreement shall be interpreted to assume their common usage meaning unless the parties specifically intended otherwise and identified another meaning by so interpreting said word or clause specifically in the context of its use.

Unless the context in which they are used clearly requires otherwise, words used in this contract denoting gender shall include both the masculine, feminine and non-binary and words denoting number include both the singular and plural.

ARTICLE II – STATUS AND ADMINISTRATION OF AGREEMENT

Section 1 – Ratification and Mutual Consent

This Agreement shall be ratified first by the membership of the Association and then by the Board and signed by authorized representatives thereof and may be amended or modified during its term only with mutual consent of the parties.

It shall become effective in accordance with the duration clause herein.

Section 2 – Relationship to Existing Policies, Procedures, Practice, Rules and Regulations

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

This Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

This Agreement may be reopened for amendment only by mutual consent of the parties. Requests for such amendment by either party must be in writing and must include a summary of the proposed amendment. The parties agree that this Agreement will be reopened consistent with the duration clause contained herein.

Section 3 – Compliance of Agreement

Any individual employee contract hereinafter executed shall expressly provide that it is subject to the terms of this Agreement between the Board and the Association. If an individual employee contract contains language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

ARTICLE III – ASSOCIATION RIGHTS

Section 4 – Conformity to Law

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application to this Agreement to any employee or groups of employees covered hereby, shall be found contrary to the law, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of this Agreement shall continue in full force and effect.

Section 5 – Distribution of Agreement

Two (2) copies of the final Agreement shall be prepared. The signatures of the Superintendent and the President of the Association shall be affixed to each copy.

It shall be the responsibility of the School District to print the negotiated Agreement between the School District and the Bellingham Education Association and to publish a PDF version of the Agreement on the District website. It shall be their mutual responsibility to determine the format of the document and the parties will mutually agree on the printer. Further, both parties agree that the Board and the Association shall each pay one-half the cost of preparation and printing of the document. Unless the District and Association agree in advance to forego distributing paper copies, the Association will be provided one copy for each member of the bargaining unit.

Section 6 – Appendices

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

ARTICLE III – ASSOCIATION RIGHTS

Section 1 – Association Rights

Members and staff of the Bellingham Education Association shall be permitted to:

1. Transact official Association business on school property at reasonable times provided that this shall not interfere with or interrupt normal school operations.
2. Use school facilities and audio-visual equipment at reasonable times when such equipment is not otherwise in use.
3. Utilize bulletin boards, at least one in each school, in a place of reasonable access to employees.
4. Use employee mailboxes for communication purposes.
5. Utilize the District's email and voicemail systems for communication, representation, and negotiation purposes according to the procedures established in District Policy 5260 (Staff Access to Networked Information Resources). Employees and non-employee Association agents have no expectation of privacy in their use of the District systems. All emails and attachments drafted, sent, or

ARTICLE III – ASSOCIATION RIGHTS

stored on the District system are District records and are subject to monitoring, review, and printing by District system administrators without limitation and without notice. The Association acknowledges that such conduct is not unlawful employer surveillance or interference, and it hereby waives any actual or potential claim that District monitoring, review, printing, or other access to Association communications on the District system constitutes an unfair labor practice under Chapter 41.56. or 41.59 RCW.

The Association shall indemnify and hold the District harmless from all claims, causes of action, or damages arising from the use of the District email system by employees or non-employee Association agents for Association business.

The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

Section 2 – Payroll Deduction and Representation Fee

Upon completion of annual contract negotiations, but not later than September 10, the Association shall give, by written notice to the payroll officer, a complete list of enrolled members who will have National Education Association (and affiliates) dues and assessments deducted for the coming school year under payroll deductions. The notice shall include total dollar amounts to be deducted for each individual member. For Association members the total for these deductions shall not be subject to change during the contract year. The deductions authorized above shall be made from twelve (12) monthly paychecks, beginning with the pay period in September through the pay period in August of each year.

Employees authorizing deductions who commence employment after September shall have their deductions prorated at one-tenth (1/10) of the total annual amount for each month the employee is employed. Part-time employees will pay Association dues or membership fees in a prorated amount determined by the Association.

Association Dues – (Reference RCW 41.59.060) – The Association, which is the legally recognized exclusive bargaining representative of the certificated staff 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 (upon receipt of a written authorization form) an amount equal to the fees and dues required for membership in the Association. A regular dues authorization shall continue in effect from year to year unless a request of revocation is submitted to the District and the Association and signed by the employee.

The Association shall indemnify and hold the District harmless from all claims asserted and lawsuits commenced by, or on behalf of, any employee due to action taken by the District in strict compliance with this Section; and further, the District will defend the Agreement and consult with the Association, or its designee, respecting all claims, and/or lawsuits, with respect to this Section.

Section 3 – Availability of Information

Upon request, the District will furnish to the Association upon its composition or receipt, the following information:

ARTICLE IV – MANAGEMENT RIGHTS

1. School District Budget and any amendments thereto (F-195, F-196).
2. Monthly Budget Status Reports (1191).
3. Any and all information required or requested by OSPI in regard to salaries and benefits (S-275, 1801).
4. Any and all information received by the District from OSPI or ESD 189 in regard to salary and benefits.
5. A compilation of all substitutes employed by the District, including dates, if any, of employment.
6. Addresses of Represented and Leave Replacement Substitutes.

The above information (1-6) shall be delivered to a person designated by the Association.

In addition, the Association, upon request, is entitled to obtain information to carry out its duty as exclusive representative.

If extensive duplication is required, the Association agrees to reimburse the District for the cost of such duplication.

ARTICLE IV – MANAGEMENT RIGHTS

Section 1 – Management Rights

The Association recognizes that subject to the provisions of this Agreement, the Board and the Superintendent of Schools reserve and retain full rights, authority and discretion in the proper discharge of their duties and responsibilities to control, supervise and manage the Bellingham School District No. 501 under existing laws, rules and procedures.

Recognizing the relationship noted above, the parties agree that the District retains all the customary, usual, and exclusive rights, decision making, prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the District or any part of it, consistent with the laws of Washington State.

It is expressly recognized that the Board's operational and managerial responsibilities include:

1. The right to determine location of the schools and other facilities of the school system including the right to establish new facilities and to relocate or close old facilities.
2. The determination of the financial policies of the District including the general accounting procedures and the development of the inventory of supplies and equipment.
3. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for

ARTICLE V – TEACHER RIGHTS

promotion to supervisory, managerial or administrative positions subject to the terms of this Agreement.

4. The use of School District properties and facilities.
5. The determination of safety, health and property protection measures where legal responsibilities of the Board or other governmental units are involved.
6. The right to relieve employees from duty for cause.
7. The right to create, modify or eliminate instructional programs and the subject to be taught.
8. The right to establish job classifications and descriptions.
9. The right to determine policies affecting the selection of employees.
10. The right to make assignments for all programs of an extracurricular nature.

Nothing in this Agreement shall limit in any way the District's contracting or subcontracting of non-teaching services, supplies, and equipment.

ARTICLE V – TEACHER RIGHTS

Section 1 – Individual Rights and Commitment to Equity

Neither the Association nor the District shall discriminate against any employee subject to this Agreement on the basis of age, race, religion, color, creed, national origin, sex, sexual orientation, marital status, domicile or political activity, or the presence of any sensory, mental, or physical handicap provided the particular disability does not endanger the health, safety or proper performance of duties of the handicapped person or others, except as otherwise required in accordance with the District's affirmative action program.

The District and BEA will collaborate to support educators of color in our ongoing efforts to promote equity for marginalized communities. Together we will consider a) the barriers that exist in recruiting and retaining educators of color, b) district and school-based supports that create conditions for belonging and success, c) professional development with a focus on culturally responsive instructional practices and building safe, healthy, and inclusive school environments, and d) promoting student-centered equity efforts.

Section 2 – Right to Join and Support Association

Each employee subject to this Agreement shall have and shall be protected in the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining, negotiations, mutual aid, and protection or institution of grievance proceedings under this Agreement without fear of penalty or reprisal.

ARTICLE V – TEACHER RIGHTS

Section 3 – Personnel File

Employees shall, upon request, have the right to inspect the contents of their District central office personnel file. Upon written request, an employee may obtain a copy of any documents contained therein.

No duplicate, alternate or other personnel file shall be kept anywhere by the District, except that building principals may keep working personnel files in their respective building offices. Both files are subject to all of the provisions of this section. The contents of such files will be open to inspection by the employee. The contents of the working files will be reviewed annually by the principal and employee upon request of the employee.

Employee inspections of their District personnel file may be done only during regular office hours and shall be in the presence of the Superintendent, or designee. An appointment should be made with the Superintendent's secretary to arrange for a time. One other person at the employee's request may be present at this review. Upon the employee's request, the Superintendent, or official designee, shall sign an inventory sheet verifying contents of the District personnel file at the time of inspection by said employee.

A separate file for processed grievances, which shall be open for inspection by the employee, shall be kept apart from the employee's personnel file at the District central office. Anyone, at the employee's request, may be present at a review of this file.

Any derogatory material not shown to an employee within ten (10) workdays after its receipt or composition shall not be placed in any personnel file or allowed as evidence in any grievance or any disciplinary action against such employee.

No evaluation, correspondence, or other material making reference to an employee's competence, character, or manner shall be placed in any personnel file without the employee's knowledge and exclusive right to attach their own written comments. Any such material has the potential to be placed in the District personnel file. No material will be placed in any personnel file unless it has been investigated, discussed with the employee prior to the final decision, and found to be true to the satisfaction of the administrator. The employee may seek to have any such material removed through use of the grievance procedure. The employee shall acknowledge that they have read such material by affixing their signature and the date on the actual copy to be filed with the understanding that such signature merely signifies that they have read the material to be filed. Such signature does not necessarily indicate agreement with the content.

Evaluative statements from non-professional sources concerning teaching techniques or subject matter shall not be included in any personnel file.

Section 4 – Teacher Protection

- A. The District shall insure employees under the District's general liability policy. The scope of an employee's coverage shall be limited by the terms of the District's policy. The District shall also provide employees with the same liability protection as provided the Superintendent and administrators for errors and omissions. The parties agree that the

ARTICLE V – TEACHER RIGHTS

maximum insurance amount the District will provide for employees per occurrence will not fall below six million dollars (\$6,000,000).

- B. Pursuant to the requirements of RCW 28A.400.370, the District shall provide insurance covering employees while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof when that is deemed necessary by such employees.
- C. To simplify the application of the coverage afforded by the District, it is understood that the employee will first use any coverage they may have available to them under any personal insurance they may have.

Section 5 – Individual Teacher Contract

The Board shall provide each employee a written contract in conformity with Washington State law.

A. **Copies of Contract:**

Two (2) copies of the contract shall be given to the employee each year for signature.

B. **Length of Contract:**

The length of the regular teaching contract shall be one hundred eighty-three (183) days in total.

New staff members required to work additional days for new employee orientation will be paid at the rate specified on the extra pay schedule.

Section 6 – Release from Contract

A certificated staff member under contract shall be released from contract upon request under the following conditions:

1. A release from contract, prior to June 15, shall be granted provided a letter of resignation is submitted to the Superintendent prior to that date.
2. A release from contract can be granted after June 15 provided a letter of resignation is submitted to the Superintendent and a replacement, satisfactory to the District, can be obtained.
3. A release from contract may be granted upon the employee's written request to the Superintendent in case of illness or other conditions that make it impossible for the employee to continue in the District.
4. A release from contract during the current year may be granted at the discretion of the Board.

ARTICLE V – TEACHER RIGHTS

Section 7 – Extracurricular and Special Assignments

Appointments to extracurricular and special assignments, as identified in Appendix C (Extracurricular Salary Schedule), shall be in accordance with current statutory provisions. The District shall notify employees in writing of appointments for the coming year as early as possible, making every effort to do so before the school year ends, and no later than thirty (30) days before the assignment is to begin, except by mutual agreement of the employee and the District.

An employee can resign from such an assignment upon giving at least one (1) year's notice prior to the commencement of the school year. Nothing contained herein shall prevent the District from accepting a resignation tendered without one (1) year's notice.

If the extracurricular assignment is not to be renewed for the ensuing year, the employee shall receive written notice prior to June 15. Such notice shall state the reason(s) for such action.

All vacancies and newly created extracurricular and special assignments shall be published within the schools and posted on faculty bulletin boards.

Extracurricular and special assignments, as identified in Appendix C (Extracurricular Salary Schedule), shall be paid on supplemental contract.

Section 8 – Assignment, Vacancies, and Transfer

I. Assignment and Transfer of Professional Personnel

A. General Provisions

Notification of tentative assignments will ordinarily be made in writing by May 30, except where mitigating circumstances do not make it possible. Final assignments shall be available to employees thirty (30) calendar days before commencement of the assignment but, in any event, shall be made available as soon as finally determined by the District.

B. Assignment

The basic consideration in the assignment of professional personnel in the Bellingham School District is the well-being of the program of instruction. To this end, employees will be assigned by application of the following criteria:

1. Regulations of the State Board
2. Teaching certificate(s)
3. Employee's major or minor field of study
4. Qualifications in specialty areas
5. Previous successful teaching experience as evidenced by evaluations

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Professional personnel shall be assigned on the basis of their qualifications, the needs of the District, and their expressed desires. When it is not possible to meet all three conditions, personnel shall be assigned first, in accordance with the needs of the School District; second, where the administration feels the employee is most qualified to serve; third, as to expressed preference of employees in order of seniority in the District, all other considerations being equal.

C. Vacancies

Employees shall be given every consideration in filling vacancies or newly created positions utilizing the following procedures:

All teaching and administrative vacancies, new positions, and procedures for applying shall be publicized to the staff and Association through the District staff bulletin which shall be distributed to each employee as far in advance of the date of the opening of any vacancy or new position as possible. During vacation periods, those persons who have expressed special interest to the District Superintendent, or designee, in writing will be notified of appropriate openings.

Certificated administrators whose positions are eliminated or who are otherwise subject to transfer to a subordinate certificated position may be placed by the District in a vacant non-supervisory certificated position for which the former administrator is qualified prior to opening the vacant position to voluntary or involuntary transfers under this Section 8. Under no circumstances may this provision displace a bargaining unit member from their current position or disadvantage anyone on a recall list after layoff.

- D. Future itinerant districtwide program staff assignment processes, which are inconsistent with this section, shall be developed through Article VIII, Section 11 (Waivers), subsections 1, 2, and 3, with the involvement of the appropriate supervisory personnel.

II. Voluntary Transfer

- A. A general transfer request may be submitted in writing to the Superintendent for vacancies that may become available for the following school year. This transfer application request shall be made prior to March 1 and shall expire September 1, unless renewed in writing.
- B. Employees who have submitted a transfer request, as provided herein, shall be given first consideration for any vacancy or new position in the area for which the transfer was submitted. The District will not hire for said positions from outside the District until it has been determined that either:
 - 1. No transfer request for the position in question has been appropriately submitted by a current employee; or
 - 2. No current employee who has submitted a transfer request is as qualified or more qualified for the available position than any other applicant, pursuant to the criteria of I. B. 1-5, and

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- a. Participation in professional staff development activities within the past three (3) years in preparation for the grade level/subject area(s); and
 - b. Successful experience working with students at the applicable age and/or comparable grade level; or
3. Transferring a current employee into the available position would affect the educational program so as to make the transfer educationally detrimental to the District's program.
- C. Prior to the beginning of the school year, the Superintendent, or designee, shall notify each employee, whose request for transfer or reassignment was not granted, stating the reason(s) for not granting the request. If requested by the employee, the response shall be put in writing.
- D. A transfer request for an announced vacancy shall expire when the vacancy is no longer available. Specific transfer applicants may also file a general transfer request.
- E. If two (2) employees in separate areas, grade levels or specialties, mutually desire to exchange positions for one (1) year, the following process shall be utilized:
 1. By May 1 the employees involved shall submit a plan to the Superintendent, or designee. The plan will establish the rationale, purpose, and design for the exchange.
 2. The individuals must obtain, in writing, the approval of the two (2) building principals involved.
 3. Both individuals must be qualified for the respective positions they will fill. As a minimum, the following criteria must be fulfilled:
 - a. The employees must possess valid Washington State Teaching Certificates as required for the positions under consideration.
 - b. The employees must have spent the equivalent of one hundred twenty (120) teaching days teaching in the particular level, subject, area or special program for which they are being considered during any one (1) of the previous five (5) school years; or
 - c. They have a major or minor in the particular field in which the majority of their time will be devoted; or
 - d. Academic preparation exists which is suitable to the position and agreeable to the District.
 4. The Superintendent, or designee, shall review the proposal and if the proposal fits the criteria and is not educationally disruptive, the request shall be granted for the forthcoming school year.

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5. The Superintendent, or designee, shall notify the employees in writing within twenty (20) working days of receipt of the request as to the disposition of the request.
6. At the end of the year of implementation, the employees shall resume their previous positions unless they mutually desire to remain in their existing positions. Such requests must be made in writing to the Superintendent before April 15 and must be approved by the Superintendent.

III. Involuntary Transfer

- A. Certificated personnel who are transferred by administrative decision for the following year shall be notified in writing by the Superintendent as soon as practicable and, under normal circumstances, not later than May 30 of the school year. The written notification shall include the reasons for the transfer.
- B. After the beginning of the school year, one (1) day of release time will be given any employee who has been administratively transferred so they may complete the move and become oriented to the new assignment.
- C. A transfer will be made only after the employee has been personally contacted by the building principal. In the event that the employee questions the transfer, they may immediately notify the Association. The Superintendent, or designee, will then meet with the employee and the Association representative to discuss the matter.
- D. No employee shall be required to transfer to a position for which they are not qualified.
- E. In the event an employee is required to change classrooms or buildings involuntarily, the employee will be paid a \$250 moving stipend.

Section 9 – Student Discipline and Safety Procedures

- A. It is the intent of the parties to ensure that employees and administrators implement instructional strategies that minimize exclusions of students from educational environments. It is recognized that every employee has the right and responsibility to expect acceptable behavior in the maintenance of a sound learning environment on the part of all students.

The principal and certificated employees of each building shall meet at least annually to develop and review building discipline standards and the enforcement of those standards in accordance with RCW 28A.400.110.

- B. The administration and Board agree to support and uphold employees in their use of prudent disciplinary measures authorized by RCW 28A.400.110, RCW 28A.600.010-.022, and Chapter 392-400 WAC, and the District Policy 3200 to maintain discipline and protect the safety and well-being of pupils and employees.

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- C. In accordance with RCW 28A.600.020(2), any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action. In no event without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two days, or until the principal or his or her designee and the teacher have conferred. It is the intent of the parties that teachers and administrators confer in a manner that supports safe educational environments and effective teaching and learning.
- D. In accordance with RCW 28A.600.020(4), all staff shall work cooperatively toward consistent enforcement of proper student behavior throughout each school as well as within each classroom.
- E. When students transfer into the District, relocate within the District to a new school, or reenter the District following a disciplinary removal, District or building administration will review safety and behavior-related information in student records. When the District has information indicating a student's history suggests a possible safety threat, the District will apprise certificated staff who work directly with the student of this information. History that indicates a possible safety threat includes disciplinary action or behavior intervention plans that address the use of weapons or dangerous devices; assaults; harassment, intimidation and bullying; hate speech; sex-based harassment; physical aggression causing bodily harm to peers or staff; and elopement. The District will provide this information prior to the student's entry into school, or as soon as it becomes available. Employees shall have access to student disciplinary records to the extent allowed by law.
- F. If a student disrupts the classroom environment in a manner that causes significant interference with instruction, school operations or school activities, engages in violent physical or verbal altercations, or creates a hostile environment that interferes with teaching and learning, the assigned administrator or their designee will assist affected staff in an immediate or timely fashion consistent with the circumstances.
- G. When a student is excluded from a classroom, affected employees will be notified of the student's discipline referrals and outcomes. In cases that result in a long-term suspension or expulsion, administrators will seek input from affected staff describing the impact of the student on the learning environment prior to placement meetings or student discipline appeals. Employees will be notified of the outcomes of student discipline appeals.

Section 10 – Teacher Discipline

- A. No employee shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee, and, when requested by the employee, to the Association in writing.

ARTICLE V – TEACHER RIGHTS

- B. At the request of the employee, they shall be provided a reasonable opportunity to have a representative of the Association present at the initiation of disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until the employee has been granted a reasonable time to have such representation present.
- C. The District agrees to follow a policy of progressive discipline that includes in this order: oral warning, written reprimand, suspension without pay, discharge. The progressive discipline process shall be utilized unless the severity of the employee's actions requires deviation from said procedures. Any disciplinary action taken against an employee shall be appropriate to the behavior that precipitates such action.
- D. Nothing contained herein shall apply to the informal, routine interaction between a building administrator and employee.
- E. The provisions of this section shall be applicable solely to "behavior" deficiencies of an employee as distinguished from "techniques" or "subject matter" deficiencies in an employee's classroom performance.
- F. **Video Cameras and Other Monitoring/Recording Devices**
 - 1. Consistent with Article IX, Section III.A, no mechanical, electronic, or digital device shall be permanently or temporarily installed in any classroom to evaluate an employee or to monitor or record the procedures in a classroom without the knowledge and permission of the employee.
 - 2. The District may use security cameras or other recording devices in non-classroom areas including hallways, lunchrooms (commons), outdoor areas, building entrances, parking lots, etc. Security cameras may be placed in other large public spaces which are sometimes used for instructional spaces such as auditoriums, gymnasiums, and libraries provided that such cameras will not be recording during instructional time and only used for emergent safety or security issues.
 - 3. The locations of installed security cameras will be available to any employee in the main office or via request to school administration and/or their supervisor. Each year, the district shall inform employees (along with students and parents) that the district will be using security cameras, monitors and recording equipment on school grounds, district property and district vehicles.

Section 11 – Professional Rights and Responsibilities

Certificated employees are responsible for implementing prescribed courses of study; enforcing rules and regulations of the District, the State Superintendent of Public Instruction, and the State Board of Education; and fulfilling such other duties as provided by law, including Chapter 180-44 WAC.

If an employee functions within the confines of this provision, the District agrees to support the employee.

ARTICLE VI – LEAVES

- A. Professional responsibilities include a commitment to the democratic tradition; a concern for the welfare, growth, and development of children; and an insistence on objective scholarship. Presentation of subject matter shall be exercised in a manner consistent with the maturity of pupils and their ability to deal with the content being studied.
- B. The following guidelines will be followed by employees in dealing with controversial issues in the classroom:
 - 1. The issues being discussed must be relevant to the course in which the instruction is taking place.
 - 2. The different points of view on the issue should be presented fairly and without bias.
 - 3. The information presented must be consistent with the ability and maturity of the pupils.

ARTICLE VI – LEAVES

Section 1 – Illness, Injury, and Emergency Leave

At the beginning of each school year each employee shall be credited with an advance Illness, Injury, and Emergency Leave allowance of twelve (12) days with full pay to be used for absence caused by illness, injury, emergency, poor health, maternity, quarantine, or other disability. Each employee's portion of unused Illness, Injury, and Emergency Leave allowance shall accumulate from year to year to the legal limit.

- 1. An employee may use the employee's accrued Illness, Injury, and Emergency Leave to care for the employee's spouse, domestic partner, child, stepchild, grandchild, grandparent, parent, sibling, or other close relative by blood or marriage with a health condition that requires treatment or supervision.
- 2. At the end of each year, the District will provide each employee with an accounting of their accumulated Illness, Injury, and Emergency Leave and all transactions concerning their sick leave days within that time period.
- 3. Part-time contracted employees will be credited with days equivalent to their working days, at the above rate.
- 4. Employees who have signed a contract but are unable to perform work at the beginning of the current contract year are granted full accumulated Illness, Injury, and Emergency Leave for the current contract year.
- 5. When an employee is absent from work due to illness, injury or emergency, they shall contact the substitute management system or notify the principal or designee not later than 7:00 a.m. of the day of illness. If the absence is for consecutive days, the substitute management system and/or principal should be notified of the probable date of return.

ARTICLE VI – LEAVES

6. In cases of absences due to illness or injury of five (5) consecutive work days duration, the District may require that such absence be verified by doctor's certificate. In cases of extended illness or injury, the District may require that this certificate be renewed at the end of thirty (30) consecutive working days. At the request of the Superintendent, the employee shall submit for examination a report by a second physician not professionally associated with their personal physician, at the District's expense.
7. Employees shall be granted use of Illness, Injury, and Emergency Leave for religious observation upon verification to the building supervisor that the purpose of the leave is a traditionally-required religious observance of their faith, creed, or sect that prevents the performance of the contracted educational responsibility on that day.
8. At the end of each month, the District shall provide each employee with an accumulated accounting of their Illness, Injury, and Emergency Leave.
9. Emergency Leave shall be granted as defined in the following:
 - a. The problem must have been suddenly precipitated or must be of such nature that preplanning could not relieve the necessity for the employee's absence.
 - b. The problem must be one of major importance and not a mere convenience.
 - c. It is not the intent of this provision to provide extension of vacations and/or holidays. If, however, due to problems outside the employee's control, an Emergency Leave day(s) is needed immediately preceding or following a vacation and/or a holiday, then such leave shall be granted so long as Illness, Injury, and Emergency Leave days are available.

Applications requesting consideration for an absence under Emergency Leave shall be made on forms available in school offices and addressed to the Superintendent or designee. A completed application form for Emergency Leave shall be submitted within five (5) days after the return to duty.

10. Annual Conversion of Illness, Injury, and Emergency Leave

Those employees who choose to convert excess Illness, Injury, and Emergency Leave days to monetary compensation shall so inform the Superintendent, or designee, in writing during the month of January.

The District will provide the due monetary compensation with the March payroll.

11. Labor and Industries Leave

In the event of a period of absence due to injury or occupational disease resulting from an employee's employment with the District, the employee has the right to

elect to either use their available Illness, Injury, and Emergency Leave or take unpaid leave for the period of absence. If the employee chooses to use unpaid leave for the period of absence, they will keep any labor and industries time loss payment(s) they receive and no adjustments will be made to the employee's Illness, Injury, and Emergency Leave bank. If the employee chooses to use their available Illness, Injury, and Emergency Leave, the employee will keep any labor and industries time loss payment(s) received. Since the employee cannot receive both the time loss payment(s) and paid sick leave for the same period, the District will deduct an amount equivalent to the labor and industries payment(s) through payroll.

12. Association Use of VEBA III Sick Leave Cash-Out Health Reimbursement Plan

The District has adopted the VEBA III Sick Leave Cash-Out Health Reimbursement Plan (the "Plan") pursuant to RCW 28A.400.210 and the District agrees to make contributions to the Plan on behalf of all employees in the bargaining unit who are eligible to participate in the Plan.

Eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights during the term of this agreement, and excess sick leave shall be defined as the sick leave days accruing to the credit of such employee during the term of the VEBA Plan agreement. The Plan shall cover Retirement or Separation from Service Sick Leave Cash-Out Benefits only.

Contributions on behalf of each eligible employee shall be based on the cash-out value of sick leave accrued by such employee available for contribution in accordance with statute and District policy or procedure. All eligible employees will be required to sign and submit to the District a VEBA III Membership Enrollment Form and hold harmless agreement complying with RCW 28A.400.210. If an eligible employee fails to sign and submit such agreement to the District, the District will not make sick leave cash-out contributions to the Plan on behalf of that employee at any time during the term of this agreement, and any and all excess sick leave which, in the absence of this agreement, would accrue to such employee during the term of this Agreement shall be forfeited together with all cash rights that pertain to such excess sick leave.

Section 2 – Pregnancy-Related Disability Leave

1. Temporary disability leave will be granted for pregnancy-related disability. An employee requesting pregnancy-related disability leave shall give written notice to the School District as far in advance as possible and at least thirty (30) days prior to commencement of said leave. The written request for pregnancy-related disability leave should include 1) anticipated date of birth, 2) estimated date leave is to begin, and 3) estimated date of return from leave.

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2. The employee may continue to work until, in the judgment of the employee's physician, their work or their health are in any way impaired by their condition.
3. If the employee is eligible, sick leave shall be granted for this pregnancy-related disability leave for the time the employee's physician certifies that the employee is unable to perform their normal duties as an employee because of their health or disability.
4. In addition to the use of sick leave, an employee giving birth, upon the birth of the employee's child, shall be eligible to receive two (2) days of pregnancy-related disability leave upon application to the Superintendent. Such leave must be taken within fifteen (15) working days following the birth of the child, except where a related health problem to the child is present. In such case, the pregnancy-related disability leave will be granted beyond the three (3) week limit.

The two (2) days of pregnancy-related disability leave included in this subsection (4) will not be charged to the employee's accumulated sick leave.

Upon return from leave, the employee will be placed in the following order: (1) in the position last held; (2) a substantially equivalent position in the same building; (3) in a substantially equivalent position in the District. However, employees shall have no greater employment rights upon the conclusion of leave than they would have had if actively employed during the leave period.

Section 3 – New Parent Leave

Upon the birth of an employee's child, the parent who has not given birth shall be eligible to receive two (2) days leave upon application to the Superintendent. Such leave must be taken within fifteen (15) working days following the birth of the child, except where a related health problem to the birth parent or the child is present. In such case, the leave will be granted beyond the three (3) week limit. This leave will not be charged to the employee's accumulated sick leave.

Section 4 – Adoption Leave

Adoption leave shall be granted with pay on a temporary basis upon application to the District by either or both parents in order to complete the adoption process, providing such leave does not exceed an aggregate of five (5) days in any given year. Such temporary leave may be used for court and legal procedures, home study and evaluation, and required home visits by the adoption agency.

An employee adopting a child shall notify the District in writing of the intent to take adoption leave, stating the expected dates of commencement of leave and return to employment, as far in advance as possible.

Section 5 – Child Care Leave

Child care leave for newborn infants or newly adopted children shall be granted without pay for a period not to exceed one (1) school year providing that the employee returns at the beginning of a school term (quarter or semester).

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Upon return from leave, the employee will be placed in the following order: (1) in the position last held, (2) in a substantially equivalent position in the same building, (3) in a substantially equivalent position in the District. However, employees shall have no greater employment rights upon the conclusion of leave than they would have had if actively employed during the leave period.

Section 6 – Bereavement Leave

Bereavement leave will be granted for death in the immediate family. Immediate family shall include spouse, child, mother, father, stepmother, stepfather, grandparent, grandchild, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, domestic partner, or any person living in the immediate household as a member of the family.

In case of death, leave shall be granted as follows: For death of spouse, parent, child, or domestic partner, five (5) days shall be allowed. For all others, two (2) days shall be allowed. Three (3) additional leave days may be granted at the discretion of the Superintendent or designee where extended travel is involved.

Section 7 – Personal Leave

Up to three (3) paid days per year shall be granted to employees for Personal Leave. Unused days shall be cumulative from year to year up to a total of five (5) days maximum in one school year. Employees will not be required to state any reason for the leave other than beyond the term “personal.”

No more than five percent (5%) or three (3) employees, whichever is greater, of a building or program staff may utilize a Personal Leave Day on any given day, unless the reason for personal leave is personal or family illness under the same terms that would apply to use of sick leave for personal and family illness. Employees will arrange scheduling of Personal Leave Days with their building or program administrator.

At the conclusion of each school year by June 30, employees shall have the option of cashing out unused Personal Leave Days/hours at the then-applicable represented substitute pay rate. Compensation for such leave shall be provided in the August paycheck.

Section 8 – Jury Duty and Subpoena Leave

Leaves of absence with pay shall be granted for jury duty. Any compensation received for jury duty performed on contracted days shall be retained by the employee to help offset related expenses. The certificated employee shall notify the District when notification to serve on jury duty is received.

Leaves of absence with pay shall be granted when a certificated employee is subpoenaed to appear in a court of law.

Section 9 – Military Leave

Every employee of the Bellingham School District who is a member of Washington National Guard, or of the Army, Navy, Coast Guard, Air Force or Marine Corps Reserve of the United

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States, or of any organized reserve or Armed Forces of the United States, shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding twenty-one (21) days during each school year. Such leave shall be granted in order that the person may take part in active training duty in such manner and at such time as they may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or such leave to which the employee might otherwise be entitled, and shall not involve any loss of seniority privileges or pay. During the period of military leave, the employee shall receive from the District their normal pay.

Employees shall not actively seek military leaves during the contracted school year, except for unusual circumstances and not without prior consultation with the Superintendent.

Military leave of absence is construed as regular service in regard to salary increments.

Upon return from leave, the employee will be placed in the following order: (1) in the position last held, (2) in a substantially equivalent position in the same building, (3) in a substantially equivalent position in the District. However, employees shall have no greater employment rights upon the conclusion of leave than they would have had if actively employed during the leave period.

Section 10 – Attendance at Meetings and Conferences

Meetings, conferences, symposiums and seminars at which concerns vital to the profession are the subject of discussions are recognized by the District as an inherent part of the employee's professional obligation.

Such leaves may be granted by request to the Superintendent of Schools with the approval of the School Board on one of the following basis:

- A. **Full Payment Leave:** Substitute and necessary expenses paid by the District. This category applies to employees with prior authorization by the Board to represent the District at professional conferences, meetings, symposiums and seminars.
- B. **Partial Payment Leave:** Substitute paid by the District, necessary expenses paid by the employee or outside agency. This category applies to employees authorized by the Board to represent the District in cooperation with outside agencies at conferences, meetings, symposiums and seminars.

Section 11 – Other Leave

- A. **Exchange Teaching Leave:** Leaves may be granted for exchange teaching abroad. Professional employees while on leave of absence as exchange employees shall be considered to be in regular full-time attendance in the position from which leave was granted.
- B. **Professional Service Leave:** Leaves of absence for special service, such as election or appointment to public office, or election to an office in BEA, WEA, NEA, shall be granted. Leaves of absence for college training or government service may be granted by the District.

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Upon return from leave, the employee will be placed in the following order: (1) in the position last held, (2) in a substantially equivalent position in the same building, (3) in a substantially equivalent position in the District. However, employees shall have no greater employment rights upon the conclusion of leave than they would have had if actively employed during the leave period.

- C. **Professional Study Leave:** The District may grant a leave of absence without pay for one (1) year or less to any certificated employee who has completed three (3) full years of service in the Bellingham Schools. These provisions cover research and travel. The course to be pursued and the amount of work to be done shall be presented to the Superintendent. When this leave is granted, the absence shall not be construed as a break in service so far as seniority is concerned, with the exception that experience credit on the salary schedule will not be given for the time of absence for study.

Upon return from leave, the employee will be placed in the following order: (1) in the position last held, (2) in a substantially equivalent position in the same building, (3) in a substantially equivalent position in the District. However, employees shall have no greater employment rights upon the conclusion of leave than they would have had if actively employed during the leave period.

- D. **Occupational Experience Leave:** The District may grant a leave of absence without pay for one (1) year or less to any employee holding vocational certification or Educational Staff Associate (ESA) certification for the purpose of updating occupational skills through other employment directly related to the employee's teaching/assignment area. Such leave may be granted provided the employee has completed a minimum of five (5) full years of service in the Bellingham School District.

When this leave is granted, the absence shall not be construed as a break in service so far as seniority is concerned. Normally, no more than one (1) leave shall be granted to any one employee within a five- (5) year period.

Upon return from leave, the employee will be placed in the following order: (1) in the position last held, (2) in a substantially equivalent position in the same building, (3) in a substantially equivalent position in the District. However, employees shall have no greater employment rights upon the conclusion of leave than they would have had if actively employed during the leave period.

- E. **Special Leave:** Nothing contained herein shall prohibit the District from granting a request for leave or an extension of an already granted leave from an employee, which leave is not specifically identified in the above enumeration, at the District's discretion.
- F. **Layoff and Recall:** All employees on leave shall be subject to the terms of Article VIII, Section 6 of this Agreement, "Layoff and Recall."
- G. **Optional Medical and Dental Coverage:** An employee on official leave may elect to continue medical and dental coverage at the employee's own expense per COBRA guidelines.

- H. Association Leave:** Leave with pay shall be provided upon request for employees representing the Association for the purpose of developing positive professional relations between the District and the Association. Such leave shall be limited to eighteen (18) days per member per year. When said leave is provided, the Association shall reimburse the District the cost of providing a substitute.

Section 12 – Leave Sharing

Employees may donate annual or sick leave to a fellow employee who is (a) suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate their employment; (b) parental or pregnancy disability leave; or (c) other purposes identified in law. Any such donation of annual or sick leave shall be subject to the terms and limitations of law.

Leave share shall be calculated on a day donated and day received basis, as follows:

1. Employees may donate leave in one (1) day increments, a "day" equaling the number of hours in the donor's shift. Thus, a full-time employee who donates one (1) day will be donating seven and one-half (7.5) hours, and a part-time employee assigned to work three (3) hours per day who donates one (1) day will be donating three (3) hours.
2. The number of hours donated will be credited to the leave recipient's shared leave balance without regard to the donor's rate of pay or the dollar value of the donated leave. Thus, a seven and one-half (7.5) hour "day" donated will be credited to the recipient's balance as seven and one-half (7.5) hours times the hourly rate of pay of the leave recipient.

Section 13 – Paid Family and Medical Leave

- A. Program Eligibility:** Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. The District shall use the state PFML insurance program, administered by the Washington State Employment Security Department (ESD). To be eligible for this leave, employees must have worked a minimum of 820 hours over four (4) consecutive calendar quarters and have a qualifying event. Qualifying events, eligibility for the PFML benefit, and the amount of that benefit, are determined through the ESD.
- B. PFML and FMLA:** When a PFML-qualifying event continues after an employee's use of FMLA leave, an employee may elect to use PFML consecutively after FMLA leave. When an FMLA-qualifying event continues after an employee's use of PFML, an employee may elect to use FMLA leave consecutively after PFML.
- C. PFML and Sick and Personal Leave:** Employees may use accrued sick and personal leave to supplement such paid leave received under the State's Paid Family and Medical Leave program for which the employee qualifies. The use of this accrued paid leave concurrent with PFML will be considered a supplemental benefit under PFML rules. If an

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employee elects to use accrued sick and personal leave to supplement the PFML benefit, this may be done in increments of 2.5 hours or 5 hours of leave per day for the duration of the PFML leave. The employee will notify the District of this election prior to or at the time of the employee's PFML leave. Any changes to this election must occur by the 15th of each month via notification to the District Human Resources office.

- D. Health Benefits:** SEBB will maintain health insurance benefits during PFML leave. Employees must continue to pay the employee share of such health insurance premiums during the PFML leave of absence. Such payment will be deducted per normal procedure from the employee's monthly pay or, if the employee is not receiving pay, will be paid by the employee in the form of a check provided to the District by the 1st of each month following a month in unpaid status.
- E. Premiums:** The District shall pay the statutory employer wage premium and the employee shall pay the statutory individual wage premium through payroll deduction to fund this leave.
- F. Notices, Procedures and Claims:** The District will post a notice in a common area in each workplace about the benefits available under PFML. Employees are responsible to file claims with the ESD in accordance with ESD procedures, and benefit payments will come from the ESD. An employee must provide the employer at least thirty (30) days' written notice before PFML is to begin if the need for the leave is foreseeable based on an expected birth, placement of a child, or planned medical treatment for a serious health condition. An employee must provide the employer written notice as soon as is practicable when thirty (30) days' notice is not possible. The District will provide employees with a known qualifying event a written statement of their rights, and upon request, discuss the intersections between various leave entitlements should an employee have questions regarding filing a claim with the ESD.

ARTICLE VII – SALARIES, STIPENDS, AND BENEFITS

Section 1 – Salary Schedules

- A. General Provisions:** All employees regardless of field or level taught will be paid a base salary and a PRS stipend described in subsection D below. Salary schedules for both the base and PRS salaries are printed in Appendix A. Placement on these schedules is described in Section 2 below. Payment provisions are described in Section 6 below.
- B. Annual Increase:**
 - 1. For the 2023-24 school year, the total salary (base + PRS) for each cell of the salary schedule has been increased by 4.0% except the MA+90/Step 16 cell which has been increased by 5.7%.
 - 2. For the 2024-25 school year, the factors which drive the amounts in each cell of the salary schedule will be modified as reflected in the 2024-25 salary schedule index table in Appendix A. The purpose of this revision is to address mid-career salary comparability. The total estimated cost of this revision is 1% of total salary. In

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addition, for the 2024-25 school year, each cell on the base and PRS salary schedules will be increased by a percentage equal to the state's inflationary adjustment factor included in the state budget, currently the implicit price deflator (IPD), plus 1%.

3. For the 2025-26 school year, each cell on the base and PRS salary schedules will be increased by a percentage equal to the state's inflationary adjustment factor included in the state budget, currently the implicit price deflator (IPD), plus 2.0%.
4. For the 2025-26 school year only, a new salary schedule step shall be added to all six educational degree and credit columns on the base and PRS salary schedules. The temporary step shall be calculated as the 2024-25 salary for employees in that column with at least 16 years of experience increased by the inflationary adjustment factor included in the state budget plus 3%. Placement on these temporary salary schedule steps shall occur for those employees who have a sum of 90 in the combination of (a) service credit years in the TRS Plan 2 or TRS Plan 3 retirement system; and (b) age as of August 31, 2026. (Payment is reflected in their 2025-26 salary.) This salary schedule step will not continue into the 2026-27 school year.
5. For the 2026-27 school year, in accordance with the conditions described in Section VII.B of the letter of agreement regarding 2025-27 changes, each cell on the base and PRS salary schedules will be increased by a percentage equal to the state's inflationary adjustment factor included in the state budget, currently the implicit price deflator (IPD), plus 1%.
6. For the 2025-26 school year, each employee may take up to 13 hours of flex time (prorated by employee FTE) during any individually-directed planning time or non-student time before or after school. Employees shall notify their principal/supervisor when using this flex time.

C. TEMPORARILY AMENDED PRS Stipend: For the duration of this agreement, each employee shall be issued a supplemental contract for a professional responsibility stipend (PRS) equal to 3.78% of the employee's placement on the base schedule for completing the professional responsibilities described in subsection C.1 below; and the technology-related time and responsibilities described in subsection C.2 below. Steps 0, 1, and 2 of the BA, BA+45, and BA+90 columns on the schedule shall be increased by \$500 as an early-career incentive. Employees shall document completion of the PRS time and responsibilities on a mutually-agreed form once per year no later than June 30.

1. Professional Responsibilities

The Bellingham School District and the Bellingham Education Association agree and affirm the following beliefs:

- a. The success of the Bellingham School District is dependent upon hiring and retaining the highest quality certificated staff.

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- b. Providing a quality education for students requires from certificated staff a commitment to the profession beyond the basic contract, normal workday hours, and school year.
- c. State law allows additional compensation for additional time, additional responsibilities, or incentives (TRI).
- d. The additional commitment required of Bellingham certificated staff cannot be accurately measured in hours or days.
- e. The time necessary to fulfill any one certificated staff member's responsibilities will vary from that of another, as determined by the individual's own professional judgment.

The professional responsibility stipend recognizes that employees provide a professionally responsible level of service in the following areas which is above the basic contract:

- a. preparation of the classroom or workspace before, after, and during the school year for quality instruction or support of instruction;
- b. building activities outside of the workday, such as fall and spring open houses, curriculum nights, parent education nights, school and community functions, and concerts;
- c. self-reflection, goal setting, and related professional growth activities such as workshops, classes, conferences, seminars or research projects;
- d. grade level, department, building, job-alike and/or District committees, task forces, processes, and activities; and
- e. fulfillment of basic contract expectations that may fall outside the regular workday such as the planning of instruction and curriculum, the evaluation of student work, the preparation of student assessments, the preparation of summative progress and grade reports for timely distribution, IEP and Section 504 meetings, and communicating with parents and students.

2. Technology

- a. The PRS stipend shall compensate employees for participating in 7.5 hours of Technology Integration Professional Learning under the terms of Article VIII, Section 3.B.
- b. In addition, the PRS stipend includes an amount equal to 3.23% of the employee's annual base salary for the responsibility to augment the basic education program by remaining technologically current. In addition to self-directed learning, the District shall offer professional development opportunities for staff in areas aligned to implementation and integration of

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technology software and curriculum supported by the technology capital levy. Technology proficiency (including participation in such professional development) is compensated by this stipend. The time and responsibility compensated in this subsection is dependent upon continued successful passage and receipt of funds from a technology capital levy.

3. TEMPORARILY AMENDED Days/Hours

- a. For the duration of this Agreement, the work year calendar shall include four (4) non-instructional workdays beyond a 179-day student school year for system professional development (Article VIII, Section 3), family engagement (Article VIII, Section 1.G) and individual professional purposes. The use of the time on these non-instructional workdays shall be apportioned as described in Article VIII, Section 10. Leaves described in Article VI shall be available for use on these four (4) additional workdays.
- b. The four (4) days in this subsection shall be compensated on the base contract.

D. Legislative Impacts and Compliance

In the event, during the life of this Agreement, the State hereafter funds a fixed percentage increase in annual certificated salaries, the District will pass through that percentage increase onto each cell of the base schedule for certificated employees. This section is implemented by Article VII, Section 1. B., of this Agreement.

1. The salary schedules in this Agreement were negotiated based on the state school district revenue laws in effect at the time of our negotiations. In the event the legislature increases or decreases District revenue formulas (including, but not limited to, levy capacity, levy equalization, the inflationary index, e.g., utilizing CPI instead of IPD, professional learning day funding, regionalization or salary compliance), the parties agree to reopen this agreement at the written request of the District or Association to negotiate the impact of such legislative actions.
2. No provision of this section shall be interpreted or applied so as to place the District in breach of the salary limitations imposed by state law or subject the District to a state-funding penalty. Should any state agency or court declare that the District is in breach of salary limitations imposed by state law or subject the District to a state-funding penalty, the parties shall reopen the agreement in accordance with the reopener language in Article XI.

Section 2 – Provisions Governing Placement on K-12 Teachers' Salary Schedule

- A. Employees will be placed on the base and TRI salary schedules in Appendix A for the years covered by this agreement in accordance with the rules and regulations for degrees, credits and years of experience in effect for the state's salary allocation model (SAM) in the 2017-18 school year, except as modified by other provisions of this Collective Bargaining Agreement below. These rules and regulations, to which the parties will adhere

ARTICLE VII – SALARIES, STIPENDS, AND BENEFITS

for purposes of salary placement, are contained in Appendix H which is incorporated into this Agreement by reference and provided electronically. See Chapter 392-121 WAC. All credits and years of experience recognized by the District prior to the 2018-19 school year shall continue to be recognized by the District.

B. Placement

Placement on the Salary Schedule for experience and education shall be for the full school year. After September 15, no change in classification will be made. Documentation for any changes to experience or education including changes resulting from earned degrees, credits, or clock hours must be submitted by September 15.

- C. Increments will be granted effective the beginning of a work year. In the event that a work year begins prior to the effective date of this Agreement or the work year begins prior to September 1, it is agreed the terms negotiated in the agreement for that work year (e.g., a scheduled increase in PRS or the state salary schedule) shall apply on the first day of the work year.
- D. Employees with ESA certification with prior related non-school experience which qualified for salary schedule placement under Chapter 392-121 WAC, shall be credited year-for-year for all such experience without a two-year limit.
- E. Employees in the BA+135 lane prior to the 2018-19 school year will be grandfathered based on their step placement in the equivalent step placement in the MA+45 lane as a result of the transition in 2018-19 to a new salary schedule.

Section 3 – Payroll Deductions

- A. Monthly deductions may be made from the salaries of certificated employees of the School District when a minimum of ten percent (10%) of the group so request. Examples of organizations for which such deductions are being made are:
 - 1. Washington Education Association (and affiliates) dues, WEA-PAC and NEA-FCPE.
 - 2. Banks/Credit Unions.
 - 3. Tax Shelter Annuity programs.
 - 4. Insurance programs.
 - 5. Charitable organizations such as United Way.
- B. Deductions for each of the organizations listed above will be made when the School District receives:
 - 1. Signed application from the employee authorizing deduction.

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2. Monthly statement from the organization listing each certificated employee for whom a deduction is to be made and the amount of each deduction.

Section 4 – Travel

Employees utilizing their private automobiles to travel to out-of-town approved seminars and workshops shall be compensated at the Internal Revenue Service (IRS) mileage reimbursement rate. All employees who by the nature of their assignment must travel between schools or who are required to make home visits shall also be reimbursed at the IRS rate.

This rate shall be increased as the rate allowed by the IRS is increased.

Section 5 – Insurance Benefits

A. School Employees Benefit Board (SEBB) Program Coverage and Benefits

1. Effective January 1, 2020, the District implemented the State's mandatory insurance program administered by the Washington Health Care Authority through the School Employees Benefits Board (SEBB). The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the HCA's eligibility requirements.
2. For purposes of benefits provided under the SEBB, school year shall mean September through August, which shall be the eligibility year.
3. Payroll deductions for eligible employee SEBB premiums to be paid to the Health Care Authority (HCA) shall be made in the month in which the benefit is received.
4. The District will provide employees with those benefits offered through SEBB, which currently include:
 - a. Basic Life and Accidental Death and Dismemberment insurance (AD&D)
 - b. Basic Long-Term Disability insurance
 - c. Vision insurance
 - d. Dental insurance including orthodontia
 - e. Medical Plan insurance
5. Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by SEBB.
6. Employees may enroll in a Health Savings Account (HSA) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance.
7. Employees may utilize payroll deduction for supplemental insurance approved for payroll deduction by SEBB, the carrier, the District and the Association.

ARTICLE VII – SALARIES, STIPENDS, AND BENEFITS

B. Eligibility

1. In accordance with WAC 182-31-030, the District will:
 - a. Upon employment inform employees in writing whether they are or are not eligible for SEBB benefits and how employees may appeal eligibility and enrollment decisions.
 - b. Routinely monitor all employees' work hours to establish and maintain eligibility.
 - c. Inform employees in writing of changes to the employee's eligibility status and how employees may appeal the District's eligibility and enrollment decisions.
2. In accordance with WAC 182-31-040:
 - a. All employees, including substitutes, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in an eligibility year, so long as they maintain an employment relationship.
 - b. Employees who have worked at least 630 hours in each of the previous two school years and return to the same type of position or combination of positions are presumed eligible for benefits.
 - c. Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours.
 - d. Employees hired on a date that prevents 630 hours because not enough days remain in the year will be provided with benefits coverage if they are anticipated to work at least 630 hours the next school year and anticipated to be compensated for at least seventeen and one-half hours a week in six of the last eight weeks of the school year.
3. Once eligibility is established, it shall be maintained for the remainder of the eligibility year under the conditions described in WAC 182-31-050.
4. All compensated hours in District positions shall count for purposes of establishing eligibility in accordance with WAC 182-31-040. This includes but is not limited to additional days, hours, and all time-based extended, supplemental, and extracurricular contracts referenced in this Agreement.

C. Benefit Enrollment and Continuity of Coverage

1. In accordance with WAC 182-31-040, in the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works

ARTICLE VII – SALARIES, STIPENDS, AND BENEFITS

on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work or first day the employee is found eligible.

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

D. Leaves of Absence

1. Paid leave hours shall count towards eligibility for benefits. Employees who are otherwise eligible for benefits who go on unpaid leave and retain their employment relationship will remain eligible for benefits under conditions allowed by SEBB.
2. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave Act (PFMLA) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or Title 50A RCW Family and Medical Leave.

E. Benefit Termination

1. An employee eligible for benefits who terminates the employment relationship shall continue to receive benefits through their final month of employment per WAC 182-31-050.
2. In cases where separation occurs after completion of the student year, benefit coverage will continue through August 31 unless the employee identifies an earlier resignation date.

F. Additional Benefits

1. The District shall make available to employees an Employee Assistance Program through a provider mutually acceptable to the District and the BEA.
2. The District and Association agree to participate in a VEBA program for employees separating from employment and who are eligible for sick leave cash-out under the terms described in Article VI, Section 1, subsection 12.
3. The District and the Association shall meet to consider supplemental insurance programs as allowed and approved by SEBB.

G. Information Sharing

1. The District will provide the Association with a monthly or quarterly report of employee eligibility, ineligibility and changes in eligibility status.
2. The District will provide the Association an annual report of plan utilization and health benefit revenues and expenditures.

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3. The District will inform the Association in advance of implementing any change in current policy or practice that would result in severing employment relationships with bargaining unit substitutes in order to avoid benefit eligibility.

H. Interpretations and Appeals

1. The provisions in this Article VII, Section 5 represent the parties' shared understanding of current SEBB rules regarding eligibility and coverage. All of these provisions shall be read consistent with any SEBB rules, regulations and policies, some of which may change over time.
2. Any eligibility, premium surcharges, or enrollment decisions made by the District may be appealed by submitting a written request for administrative review in accordance with WAC 182-32-2020 rather than the grievance procedure in Article X of the Collective Bargaining Agreement. All other provisions of this Section 5 are subject to the grievance procedure in Article X.

I. Additional Temporary Transitional Modifications

1. If there are funds remaining as a result of the dissolution of the Whatcom Educational Insurance Consortium, the District and Association shall meet and agree upon the method for distributing these funds to employees, subject to any legal requirements regarding use of these funds.
2. Self-Pay Continuation Coverage Options: The District will implement the SEBB Continuation Coverage Policies (2018-57, 2018-58, 2019-06, 2019-07).

Section 6 – Payment Provisions

- A. All employees shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary. Payroll checks shall be issued to the employee on the last working day of each month. Payroll checks for the months of June, July, and August shall be paid on the last weekday. The December payroll checks shall be issued at the District's discretion, but no later than the last weekday of the month.
- B. In the event of a mistake in payment resulting in underpayment, corrections shall be made on the succeeding payroll warrant; provided that the error is brought to the attention of the Business Office by the 12th of the succeeding month. When an overpayment is made, at least two (2) pay periods must be paid at the employee's full, correct rate before repayment deductions can be taken from the employee's check. Cumulative errors shall be corrected at the rate they accumulate. The balance owed the District as a result of overpayment shall be deducted from the final check received by a separated employee.
- C. All compensation owed to an employee who is leaving the District shall be paid in the succeeding payroll period.

ARTICLE VII – SALARIES, STIPENDS, AND BENEFITS

- D. There shall be no statement of conditions as a part of payroll checks or warrants issued to employees which requires the employee's endorsement or acceptance prior to or at the time said payroll check or warrant is cashed.
- E. Part-time employees will be paid the fractional amount of their placement on the base and PRS salary schedules commensurate with the amount of time they are teaching, such as 0.50 for half-time teaching, 0.75 for three-fourths time teaching and so forth.

Section 7 – Compensation for Substitutes

A. Represented Substitutes

The term "Represented Substitutes" shall mean those who have been employed twenty-one (21) consecutive days or more, or those who have been employed thirty-one (31) days or more within a twelve (12) month period.

Represented substitutes who have been employed thirty-one (31) accumulated days or more within a twelve (12) month period shall be compensated at the rate identified in Appendix C. Each year of this Agreement, the rate will reflect the same salary increase percentage as certificated employees.

Once substitutes acquire the represented rate, they will permanently retain that rate and it will not expire. Additionally, current and retired district certificated employees will also be paid the represented rates of substitute pay.

Represented substitutes who have been employed twenty-one (21) consecutive days or more in one (1) assignment shall be paid at a per diem rate, based upon their appropriate position on the salary schedule, effective on the 21st day of employment in one (1) assignment and retroactive to the first day of employment in that assignment.

Upon request of a represented substitute, an employee and/or administrator will complete the substitute evaluation form. When a substitute evaluation form is completed at the request of a represented substitute, a copy of the completed form will be given to the represented substitute and the original sent to the Human Resources Office.

The following provisions of this Agreement shall not be applicable to Represented Substitutes:

- ARTICLE V, Section(s)
 - 3. Personnel File
 - 5. Individual Teacher Contract
 - 8. Assignment, Vacancies, and Transfer
 - 10. Teacher Discipline – Provided that a Represented Substitute shall have the right to know the reason for any disciplinary action when any such action is taken.
 - 11. Professional Rights and Responsibilities, except for those items related to the day-to-day classroom operation.

ARTICLE VII – SALARIES, STIPENDS, AND BENEFITS

- ARTICLE VI
- ARTICLE VII, except for this Section, Compensation for Substitutes, and Section 5, Insurance Benefits
- ARTICLE VIII, Section(s)
 - 3. Staff Development
 - 4. Non-Renewal of Contract - Provisional
 - 5. Non-Renewal of Contracts
 - 6. Layoff and Recall (Reduction in Force)
 - 7. Class Size/Workload
 - 8. No Strike Clause
- ARTICLE IX

B. Leave Replacement Employees

The term "Leave Replacement Employees" shall mean those employees hired on a non-continuing contract to replace regular employees on extended leave.

Individuals hired as leave replacement employees will be placed at their appropriate position on the salary schedule effective the first day of employment and will be subject to all terms and conditions of this Agreement, except that non-continuing contracts issued for less than forty-five (45) working days will not receive medical, dental, and vision benefits.

C. Substituting During Planning Period

A regular certificated employee may be used to substitute for an absent employee during the regular employee's scheduled planning time only under the conditions and rate of compensation identified in Article VIII, Section 1.B.9.

Section 8 – Compensation for Online Courses

When a certificated employee teaches an online course that results in the employee's FTE exceeding 1.0, the employee will be compensated at the following rates:

- (a) For courses of fourteen (14) students or less, the pay shall be .1 FTE of the employee's current placement on the base salary schedule.
- (b) For courses of fifteen (15) students or more, the pay shall be .2 FTE of the employee's current placement on the base salary schedule.

These rates of pay are based on an annualized assignment (two semesters). If a course is taught for one semester, the rate of pay will be half of the applicable rate in (a) or (b) above.

Once a course begins, the District will fully compensate the employee at the above rates even if: (a) the District subsequently elects to cancel the course prior to the end of the semester; or (b) the number of students decreases. In the event the number of students increases after the beginning of the semester beyond 14, the higher rate shall apply.

ARTICLE VIII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The parties agree courses will generally be limited to 30 students. Should the District wish to increase enrollment beyond 30 students, the parties shall immediately meet to discuss terms.

ARTICLE VIII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Section 1 – Teacher School Day

Teachers and other certificated personnel are required to be at their respective schools for the benefit of planning for, meeting and working with pupils and patrons, or other individual and collaborative work at least thirty (30) minutes before the opening of school in the morning and at least thirty (30) minutes after the closing of school in the afternoon. Part-time staff will have this time prorated per their FTE and scheduled in accordance with their on-site schedule.

Certificated staff who have additional paid assignments within the district or site that conflict with the required before/after school times will work with their administrator/supervisor per District Policy 5231 to ensure the thirty (30) minutes is scheduled and worked as appropriate.

A. Work Schedules

1. The regular workday for certificated staff members shall be seven and one-half (7.5) continuous hours. Regular building hours shall be specified by the District, may vary from building to building, and may be adjusted following consultation with staff.

Exception: Employees who agree to teach in the Extended Day Program may, with mutual agreement of the principal, alter their regular seven and one-half (7.5) hour workday.

2. Participation by employees in professional responsibilities and activities including pupil and parent consultation, staff meetings, parent group meetings, support and supervision of student activities, and participation in curriculum development are desirable and shall be vigorously encouraged by the Association.
3. Employees shall make every effort to adhere to the assigned daily schedule. Requests for deviations from the regular schedule or anticipated absences must be submitted to the principal prior to the anticipated employee absence and/or late arrival or early leaving. Employees shall not leave the building to which they are assigned during class or preparation periods without the consent of the building principal.
4. Teachers will not be required to perform non-instructional student supervisory duties during the thirty (30) minutes prior to the start or following the end of the student day.

B. Preparation Periods

In addition to the modifications in the current contract language which are found on the attached calendar, the Board has agreed to the following:

ARTICLE VIII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

1. Every full-time employee in grades PK-5 shall be provided three (3) hours and forty-five (45) minutes per week for the purpose of preparation/planning, exclusive of the duty-free lunch period. One hundred and five minutes per week of this time is provided on the early release Thursdays described in Article VIII, Section 10.E.1. An additional fifty-five (55) minutes per month beyond the three (3) hours and forty-five (45) minutes per week is provided on one Thursday per month as described in Article VIII, Section 10.E.1.
2. Every full-time employee in grades 6, 7, and 8 shall have at least three (3) hours and forty-five (45) minutes of preparation/planning time per week to be provided during the regular instructional school day, exclusive of the duty-free lunch period. On early dismissal days, middle school employees shall receive sixty (60) minutes of the non-student portion of the day for individual planning time as described in Article VIII, Section 10.F.
3. Every full-time employee in grades 9, 10, 11, and 12 shall have at least one (1) regular class period per day for preparation/planning and student consultation to be provided during the regular instructional school day, exclusive of the duty-free lunch period.
4. Part-time employees will have preparation/planning time in an amount of time equal to their full-time equivalent (FTE) responsibilities.
5. The scheduling of these periods shall be done within the individual buildings.
6. Employees of music, art, physical education, laboratory sciences, librarians, speech therapists, physical therapists, occupational therapists, reading teachers, and special education teachers shall be provided preparation time equivalent to other employees in the District. Teachers of elementary music and physical education shall conduct no more than four (4) classes continuously without a break.
7. Employees shall use preparation/planning time for lesson planning, correcting papers, collecting materials, group planning, and other duties essential to preparation for teaching.
8. The Bellingham School District and the Bellingham Education Association recognize the value and importance of regularly and appropriately assessing student performance. In order to support teacher needs to assess the individual performance of students the District agrees to provide each grades 1-2 teacher three (3) days and each Preschool, Promise Kindergarten, Kindergarten and grades 3-5 teacher two (2) days of on-site release time to conduct District required assessments for their respective students. The time may be used during either semester at the professional discretion of the teacher.
9. The practice of using regular certificated employees as substitutes for absent employees during the regular employee's scheduled planning time will not be used as an alternative to securing a substitute through normal protocols. If a substitute is not available, a principal may request a certificated employee to cover a class taking

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into consideration the employee's immediate planning needs. If an employee substitutes in a classroom during their planning time, the employee shall be paid for additional planning time at the employee's per diem rate as a result of the lost planning time during that workday.

C. Travel Time

Employees who are required in the course of their employment to travel between buildings shall be scheduled to provide sufficient time for such travel and program set-up. Such time shall not be included in the thirty (30) minute duty-free lunch period. Employees who believe they have insufficient time will bring this concern to their immediate supervisor. The parties will attempt to resolve the issue in a problem-solving manner. If the concern is not resolved in a timely manner, the matter will be referred to the Deputy Superintendent for resolution.

D. Lunch Periods

All employees covered by this Agreement shall have a duty-free lunch period of not less than thirty (30) continuous minutes.

E. Substitutes

The Bellingham School District will provide substitutes to replace employees absent for any reason and for any portion of the school day. Regular employees present shall not be required to "fill in" at the expense of their normal class duties or preparation periods, but may freely elect to do so. Employees who are absent shall have their lesson plans, seating charts or name tags, and other necessary instructional materials accessible and in good order at the beginning of each school day so that a substitute employee can carry on with the work of the class in a professional and constructive manner. Employees with a continuous absence of more than one (1) week will attempt, under reasonable circumstances, to make provisions for the substitute employee to maintain an ongoing instructional program.

The parties agree that this provision will not necessarily include those members of the bargaining unit who are not assigned students on specific days of absence, e.g., counselors, psychologists, speech language pathologists, occupational/physical therapists, etc. Substitutes or support for such employees will be determined on a case-by-case basis by the assigned administrator/supervisor and the affected employee.

F. Special Education Resource Room Teachers, SLPs, OTs, and PTs

1. Principals shall work with resource room teachers to schedule the equivalent of one-half (.5) day per week for IEP-related activities, evaluations, family communications, safety-net applications, curriculum modifications and accommodations, paraeducator support and communication, etc.

ARTICLE VIII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

2. SLPs, OTs, and PTs may schedule the equivalent of one-half (.5) day per week for completion of non-direct service tasks such as IEP-related activities, evaluations, Medicaid billing, family communications, safety-net applications, etc.

G. Family Engagement

Family engagement is a continuous activity which occurs before, during, and after the school day and not during a specific week of conferences. Teachers are expected to communicate in a timely and positive manner with families about instructional goals and student progress using multiple methods. Teachers will consider the language needs of parents and guardians, engage in two-way forms of communication, and be responsive to parent and guardian insights. The District and Association will jointly publish guidance on best practices for family engagement.

Section 2 – Employees’ Facilities

- A. Each classroom shall have the following equipment for use of employees:
 1. Serviceable desk, chair and filing cabinet.
 2. Space to store instructional materials and supplies.
- B. Building facilities for use of employees will include the following, subject to available space and physical limitations:
 1. Work area containing equipment and supplies to aid in the preparation of instructional materials.
 2. A faculty room equipped with a telephone.
 3. Private dining facilities.

In cases where space limitations exist, the above three (3) aforementioned areas may be combined.
- C. The District will make a good faith effort to provide well-lighted and clean building faculty restrooms, separate from student restrooms, subject to building limitations. No employee will be required to hold classes under conditions that are a clear and present danger to the health and safety of the students and employee. Said condition will be immediately reported to a building administrator.
- D. The parties recognize the need for itinerant staff to have appropriate workspace in the buildings. Appropriate workspace means space that ensures privacy, minimizes disruptions, and is balanced with the need to protect staff.

In order to ensure confidentiality and effective interaction with students, itinerant staff shall have access to the following:

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1. Confidential phone and voicemail access.
2. Dedicated, lockable storage space accessible to each itinerant staff person at each work site they serve.
3. Computer with network and secure printer access.

The following process is recommended for use at the building level to attempt to ensure that the above needs are addressed:

1. Each spring, itinerant staff assigned to the building, e.g., SLPs, psychologists, OT/PTs, elementary support specialists, and nurses, will meet with the principal/designee to identify itinerant workspace/equipment needs as described above for the ensuing year.
2. Itinerant staff will meet with the building principal/designee in the fall by mid-September to finalize actual space/equipment assignments or plans to provide the space/equipment.
3. The principal/designee and certificated staff may agree to include other building or itinerant staff in these meetings.

In the event itinerant staff members feel they do not have access to appropriate workspace and/or necessary equipment, the parties will attempt to resolve the issue in a problem-solving manner. If the concern is not resolved in a timely manner, the matter will be referred to the Deputy Superintendent for resolution.

Section 3 – Professional Development

A. Professional Development

Professional Development shall be planned and determined at the District, program or building level to maximize great teaching with strong support. The goal is to provide purposeful, relevant and aligned professional development at the individual, cohort, school and system level. It is the intent of the parties that collaboration will be a component of professional development. The District and Association will work together continuously to facilitate meaningful professional development; review the efficacy of the offered professional development; and make recommendations regarding the professional development program.

These opportunities may be scheduled during the school day, on days when pupils are dismissed early for this purpose, or when school is not in session. However, no employee shall be required to attend any District staff development program outside the seven and one-half (7.5) hour workday and non-instructional workdays within the work year calendar.

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B. Technology Integration Professional Learning

Staff and the principal or program administrator will work collaboratively to plan and provide building/program-based activities designed to meet identified building, program, and/or District technology integration goals. This time may be whole-group, small-group or individual professional learning. If necessary, employees who have both site and discipline-specific program responsibilities will develop an employee-specific plan with their administrative supervisor to fulfill these responsibilities. Buildings or programs with similar goals may choose to participate in joint staff development opportunities.

C. Individual Staff Development (ISD)

For individual staff eligibility, use options and form, See Appendix B.

Section 4 – Non-Renewal of Contracts – Provisional

Every employee shall be subject to non-renewal of employment pursuant to RCW 28A.405.220 during the first three (3) years of District employment, unless the employee has previously completed at least two (2) years of certificated employment in another school district in the state of Washington, in which case the employee shall be subject to non-renewal of employment pursuant to RCW 28A.405.220 during the first year of employment with the District. Such employees shall be referred to as "provisional" employees.

In the event the Superintendent determines that the employment contract of any provisional employee shall not be renewed by the District, such provisional employee shall be notified in writing on or before May 15 or if the omnibus appropriations act has not passed the legislature by the end of the regular legislative session for that year, then notification shall be no later than June 15th. The decision of the Board of Directors to non-renew the contract of a provisional employee shall be final and not subject to appeal.

Section 5 – Non-Renewal of Contracts

In the event it is determined that there is probable cause or causes that the contract of a certificated employee, other than a provisional employee, shall not be renewed by the District, such employee shall be notified in writing on or before May 15 or if the omnibus appropriations act has not passed the legislature by the end of the regular legislative session for that year, then notification shall be no later than June 15th. Such non-renewal determinations and subsequent procedures shall be pursuant to RCW 28A.405.210 and RCW 28A.405.310 and Article X, Grievance Procedure, Section 9, Exclusions.

Section 6 – Layoff and Recall (Reduction-in-Force)

A. Seniority Service: Annual Notification of Years of Service and Experience

1. Prior to January 15 of the current school year, the District shall provide each certificated employee with a statement of their seniority as defined by paragraph A.3 herein, as recorded in their District personnel records.

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2. Each certificated employee shall, prior to February 15, return such statement to the Human Resources Office certifying that the statement is correct or incorrect. If incorrect, the employee must provide to the Superintendent legal proof verifying such employee's seniority as defined by paragraph A.3 herein. If the statement is not returned by February 15 of the current year, the statement will be deemed correct. A master list of all employees in order of seniority service, categorized by contract status of provisional and continuing, without regard to retention categories, will be sent to the Association by April 1 of each school year.
3. For purposes of this article, seniority service credit shall be calculated as based upon the employee's documented years of certificated service, including:
 - a year of seniority for a year of provisional/continuing service, independent of FTE (e.g., a .2 teacher gets one year of seniority);
 - An employee on an approved paid or unpaid leave of absence continues to receive seniority service credit;
 - Only service in P-12 public schools of the state of Washington;
 - Substitute teaching experience: 180 days of substituting in the state equals one year of experience.
 - When a new employee is hired, their Bellingham seniority service credit will be calculated based upon their Washington State P-12 public schools experience consistent with WAC 392-121-264.

B. Layoff Procedures

1. **Intent:** To the extent possible, it is the intent of the parties to develop and maintain a consistent and orderly process for reducing and recalling staff and in the selection of employees who will be retained, recalled, transferred, etc. The parties recognize the reduction-in-force process inherently requires the employer to make choices when determining its programmatic needs. Examples include the reassignment and/or transfer of employees necessitated by a reduction-in-force and/or as staff is recalled.
2. **Procedures:** If it becomes necessary for the District to reduce the number of employees for reasons other than inadequate performance or disciplinary action, such as enrollment decline, revenue loss, program reduction, etc., those employees who will be retained to implement such reduced or modified program and those staff members who will be laid off from employment will be identified and selected by using the following procedures. On or before May 15, or June 15 if the omnibus appropriations act has not passed the legislature by the end of the regular legislative session for that year, and prior to the implementation of a reduced or modified program, the following will occur:

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- a. The District will determine and recommend to the Board the educational program and the number of certificated employees in the categories and specialties below which are required to implement the District's reduced educational programs and services.
- b. The District will ascertain to the extent possible the number of certificated positions which will be available the following school year by reason of normal attrition (e.g., retirement, resignations, etc.) or by reason of leaves of absence under Article VIII, Section 6.D.1.(a) below, in order to minimize the necessity for the termination of certificated employees.
- c. According to the criteria below, the District will make an initial determination of probable cause and tentatively identify the names of any certificated employees subject to layoff. Additionally, the District will provide the Association and any affected employees a list of names within each category on the basis of seniority, whose contracts will tentatively be non-renewed for the ensuing school year.
 - i. To ensure that the certificated employee recommended for retention will be qualified to implement the education program determined by the Board, all certificated employees must possess valid Washington State certificates and/or endorsements as may be required for the position(s) under consideration.
 - ii. Certificated employees will be initially ranked districtwide by seniority in all of the following categories in which the employee is qualified to be assigned by Washington state certificate and/or endorsement:
 - General education elementary classroom teachers, grades K-5
 - Special education teachers, grades K-5
 - General education middle school classroom teachers, grades 6-8
 - o Counselors
 - o Librarians
 - o Language Arts
 - o Social Studies
 - o Math
 - o Science

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- o Physical Education/Health
 - o Art
 - o Music
 - o World Language (by language)
- Special education teachers, grades 6-8
- General education high school classroom teachers, grades 9-12
 - o Counselors
 - o Librarians
 - o English/Language Arts
 - o History/Social Studies
 - o Math
 - o Science
 - o Physical Education/Health
 - o Art
 - o Music
 - o World Languages (by language)
 - o Career and Technical Education (endorsement specific)
- Special education high school teachers, grades 9-12
- Other certificated employees will be ranked within their field of specialty. These categories will include but not be limited to:
 - o School Psychologists
 - o Elementary Counselor
 - o Occupational Therapists
 - o Physical Therapists
 - o Speech Language Pathologists
 - o School Nurses

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- o Teacher of Students with Visual Impairments
 - o Teacher of the Deaf and Hard of Hearing
 - o Audiologist
 - o Assistive Technology Specialist
 - o Special Education Pre-School Teachers
 - o Elementary Physical Education Specialists
 - o Elementary Librarians
 - o Elementary Music Specialists
 - o Multilingual Specialists
- d. Employees with continuing contracts who are tentatively identified to be laid off will be placed in a position for which they are qualified by certificate and/or endorsement according to the following steps:
 - i. Placed into a vacant position for which they are qualified by certificate and/or endorsement pursuant to the criteria in Article V, Section 8.I.B – Assignment;
 - ii. Or, if no such opening is available, the affected employee will be placed, by years of seniority service credit, into a retention category for which they are qualified by certificate and/or endorsement pursuant to the criteria in Article V, Section 8.I.B – Assignment.
- e. Employees currently employed full-time shall be first assigned full-time within their categories consistent with their certification, academic preparation, experience, and individual seniority, and shall not be obligated to any part-time employment, but may choose to accept such employment on a voluntary basis.
- f. Employees currently employed part-time shall be assigned part-time consistent with their certification, academic preparation, experience, and their individual seniority, providing no part-time certificated employee with less seniority shall be assigned, unless such a position is declined by all qualified certificated employees (full and part-time) with greater seniority.
- g. Employees tentatively identified to be laid off and who object to their exclusion in a category shall be required to submit their objections in writing to the Superintendent or designee within five (5) days of receipt of the list. Such individual application shall include a full statement as to the facts in support of their contention that the list be modified.

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- h. If the Superintendent or designee rejects the individual's request for modification of the list or additional placement, they shall notify the individual and the Association within five (5) days thereafter. Any further appeal of placement shall be pursuant to the grievance procedure.
- i. When more than one (1) employee qualifies for an available position in accordance with the procedures in this Section 6, selection for retention shall be based upon the following criteria in this order:
 - i. The employee(s) with the most seniority as defined in paragraph A.3 herein will have preference.
 - ii. The employee(s) with the greatest number of credits beyond the B.A. as recorded in the Human Resources Office, as of September 15 of the current school year preceding the anticipated reduction, will have preference.
 - iii. In the event that ties still exist, the employee(s) to be retained shall be determined by drawing lots among the employees that tie. The drawing shall be scheduled at a time and place mutually acceptable to the Association and the District and shall be conducted by a mutually acceptable third party. Employees involved shall be notified in writing of the time and place of the drawing, at least forty-eight (48) hours prior to the time of the drawing.
- j. By May 15, or June 15 if the omnibus appropriations act has not passed the legislature by the end of the regular legislative session for that year, the Superintendent will make any necessary subsequent determination(s) of probable cause under RCW 28A.405.210, identify the names of any employees to be terminated under the District's reduced program and services, establish and provide a list of said employees to the Association and also provide appropriate notification to certificated employees so affected in accordance with RCW 28A.405.210.

C. Recall Procedures

- 1. Any employee receiving written notice of contract non-renewal pursuant to the provisions of this section shall be placed in an employment pool for possible reemployment until September 30 of the calendar year following the year in which written notice was received. Employees in the pool will be given the opportunity to fill open positions within the categories or specialties for which they are qualified. If more than one (1) such employee is qualified for an open position, the criteria set forth in paragraph B.2.(i) shall be applied to determine who shall be offered such position.
- 2. In the event that programs are restored, or positions are available, the Board shall first recall all qualified employees who have been placed in the employment pool before the Board employs or assigns any additional personnel to fill teaching

ARTICLE VIII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

assignments. Employees shall first be recalled by seniority from categories in which they are qualified.

- a. When a vacancy occurs for which employees in the employment pool are qualified, the District will notify the most senior employee by phone, email and certified or registered mail sent to the employee's last known address. The employee will have six (6) business days from the date notice of recall was received to accept or reject the position.
- b. If an employee in the employment pool fails to accept a position for which they are eligible pursuant to this section, such individual will be dropped from the employment pool.
- c. Employees who were previously assigned to full-time positions shall be recalled to full-time positions provided that employees shall have the option of accepting any part-time position that may exist without jeopardizing their recall status for any full-time position.
- d. Employees who were previously assigned to part-time positions shall be recalled to part-time positions provided that no part-time employee with less seniority shall be recalled to any part-time position unless such a position is declined by all employees (full and part-time) with greater seniority.

D. Other Provisions

1. Special Leaves of Absence

- a. Upon determination of layoff(s), employees not laid off shall be invited to apply for a one (1) year leave of absence without pay. The District shall grant a leave to any applicant whose position can be adequately filled from within the District, if the granting of such leave makes it possible to offer a one (1) year leave replacement contract to a laid-off employee from the employment pool. An employee either accepting or rejecting a one (1) year leave replacement contract will not lose their rights in the employment pool.
- b. An employee who elects to be on an unpaid leave of absence as a result of this Reduction-in-Force (RIF) process will be subject to the same legal and contractual provisions as if they were actively employed. Reduction in Force (RIF) leave of absences will be subject to the terms listed below:
 - i. Reduction in Force (RIF) leaves of absence will be for one year only.
 - ii. Employees taking one (1) year leaves of absence under this provision shall be responsible for providing the District with their mailing address and any changes thereof during the leave period.
 - iii. Employees on leave shall notify the District Human Resources Office in writing by March 1 of their decision to return to a teaching

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position for the next school year. Failure to provide such notice will result in forfeiture of the employee's previous position.

- iv. Vacant positions will be filled according to the terms of this agreement.
- v. Employees accepting Reduction-in-Force (RIF) leave replacement contracts in lieu of layoff retain all rights in the employment pool during their period of eligibility.
- vi. Granting an employee a special leave of absence pursuant to this provision does not in any way imply preferential hiring rights.

E. Layoff Benefits

All benefits to which a certificated employee was entitled at the time of their layoff, including unused accumulated sick leave, will be restored to the certificated employee upon their return to active employment, and the certificated employee will be placed upon the proper step of the salary schedule for the certificated employee's current position according to the certificated employee's experience and education. If employees in recall status request to be considered for substituting, the District will offer substitute positions first to said employees at the then-current substitute rates. Refusal by a certificated employee in the recall pool to accept substitute employment will in no way jeopardize recall rights.

Section 7 – Class Size/Workload

The District will make a good faith effort to equalize class size/workloads among all employees and work groups, and to assign students with a diverse level of needs and talents to classes on an equitable basis.

When an employee believes their class size/caseload is excessive, the employee may schedule a conference with their immediate supervisor to identify possible solutions. The employee(s) and/or affected department members and supervisor will consider the possibility of redistributing caseload, redistributing building assignments, and/or reprioritizing/reducing assigned tasks.

Section 8 – No Strike Clause

During the life of the contract, the Association agrees that under no circumstances will it authorize, sanction, condone, acquiesce in, or take part in, any strike or work stoppage of any kind or nature. Strike and work stoppages shall be deemed to include slowdowns, sit-ins, concerted mass sickness, or any curtailment of work or interference with the operation of the School District, including picketing or demonstrations of any kind, during working hours. In the event of any strike, slowdown, or other interference with operation of the District by any of the certificated employees, the Association shall use all of its efforts and influence to stop the disruptive activities.

For every day absent from work as a result of activities outlined herein, the Board shall exercise the specific remedy of deducting from each certificated employee so engaged, one (1) day's pay.

ARTICLE VIII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Section 9 – Job Sharing

A. Definition

Job sharing is when two (2) applicants wish to take responsibility for all the functions of one (1) full-time position.

B. Application Procedures

1. Two (2) current staff members who wish to be considered for job share must make application as a team, in writing, to the building principal/unit administrator. The application must address all of the items needed to share the duties and responsibilities of one (1) position.
2. External applicants or a current employee and external applicant who wish to be considered for job share may apply for an open position to the District Human Resources Office following standard District procedures. In addition to the normal application process, successful applicants must submit a written plan as a team.
3. Job sharing, other than described in B.1 and B.2 above may be authorized at the discretion of the administration and approval by the Board based on the best interests of the District.
4. It is expected that the job share partners will jointly develop an application that will have given thorough consideration of all aspects of the position to be shared. Criteria for the plan may be obtained from the District Human Resources Office or the Bellingham Education Association.
5. Job share plans are submitted and approved for one (1) year at a time. Should job share participants wish to continue the job share for a second consecutive school year, they shall reapply for job sharing following the procedures outlined herein and in accordance with District Policy 5214. Job share partners may apply for continuation of the job share past two (2) consecutive years. In the event that circumstances warrant, continuation of the job share may be granted based on the best interests of the District.
6. Through the transfer request process, permanent employees (those with continuing contracts) who wish to work part-time in a job share assignment may request such arrangement in anticipation of the expiration of their job share leave. Those requests shall be made in writing annually by the transfer deadline date of April 15. At its discretion, the District may grant those requests based on District staffing needs, program needs, and approval of the job share plan, schedule, and FTE allocation by the Superintendent or designee. Permanent employees who hold job share assignments are subject to the transfer/assignment language of this Agreement, Article V, in that as individuals they may request transfers or be assigned, but the team is not eligible to make joint transfer requests.

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7. Job share partners will continue to have compensation and benefits prorated per their part-time FTE. Final approval of job share requests, plans, schedules, and FTE is at the District's discretion.

C. Administrative Approval

The building principal or appropriate supervisor must approve the job sharing proposal before the request is forwarded to the Human Resources Office. Final approval from the personnel administrator must be granted before implementation of the job share proposal. If the proposal is denied at any level, reasons will be given for the denial to the job share applicants in writing.

D. Financial and Contractual Arrangements

1. Continuing contract staff members holding job sharing assignments shall be granted the appropriate annual fractional leave during the period of job sharing.
2. Job share participants will qualify for salary advancement; experience credit; sick leave; in-service per diem opportunities; and other benefits as would any other part-time, certificated employee, except: the Individual Staff Development will be granted per position and shared by job share partners.
3. It is recommended that job share applicants check the Teachers' Retirement System rules prior to making a decision regarding job sharing. Eligibility and service credit requirements differ for part-time employees and may result in partial or no service credit.
4. Should a job share participant resign or take a leave of absence prior to or during the school year, the job share situation will be handled as follows:
 - a. Offer full-time employment to the remaining job share person;
 - b. Seek a compatible replacement, with remaining partner working full-time until a replacement is found; or
 - c. If the remaining partner is unable to assume the full-time responsibility until a replacement is found, a substitute will be identified to work until a replacement is found.
5. It is expected that job share partners will substitute for one another when feasible. This can be handled by:
 - a. Specifying the number of days, or partial days, each person will work and adjusting workdays to accommodate substituting;
 - b. If a job share partner is going to be on an extended leave (over twenty [20] consecutive days), the remaining partner will substitute at per diem; or

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- c. When a job share partner is absent periodically, the remaining partner will substitute at the represented substitute rate of pay.
- 6. One (1) job share partner may transfer to another building in order to job share. However, job share positions are not eligible under the voluntary transfer section of the Collective Bargaining Agreement.
- 7. Continuing contract employees who want to job share must apply for a leave of absence for the job share portion of their position. Leaves for the purpose of job share are granted for one (1) year at a time. At the end of the job share assignment, the employees shall be placed in the positions last held or in a comparable position(s).

Section 10 – School Year and Calendars

The parties recognize the need to structure time in a manner that supports great teaching with strong support. This is premised on professional development that is purposeful, relevant and aligned; maximizing instructional/student contact time; and protecting individual time, collaboration time and family engagement time for their intended purposes. The school and work year calendars for the duration of this Agreement are included in Appendix F and incorporated by reference. These, and future calendars, shall use the following template, although adjustments to reflect calendar anomalies may be recommended by the Joint Calendar Committee. Such changes must be approved by both the District and the Association.

- A. **TEMPORARILY AMENDED Student Days.** There shall be 179 student days beginning on the Tuesday after Labor Day, unless otherwise decided by the Calendar Committee in Section K below.
- B. **Holidays.** The following shall be school holidays with no school or work scheduled: Labor Day, Veterans Day, Thanksgiving, the day after Thanksgiving, Martin Luther King Jr. Day, Treaty Day, Presidents Day, Memorial Day, and Juneteenth.
- C. **Breaks.** There shall be no less than a two-week Winter Break beginning on the second-to-last Monday of December, and a one-week Spring Break in the first full week of April. There shall be a one-day break between the first and second semesters in late January.
- D. **TEMPORARILY AMENDED Non-Student Workdays.** There shall be four non-student workdays designated on the calendar for collaboration work (defined in Article VIII, Section 10.L), individually-determined work (defined in Article VIII, Section 10.M), or professional development (defined in Article VIII, Section 3):
 - 1. Three days immediately preceding the first student day of the school year.
 - a. The first of these three days (the Tuesday immediately preceding the first student day) is for professional development and collaboration.
 - b. On the second and third of these three days (the Wednesday and Thursday immediately preceding the first student day), one-half (0.5) of the time will

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be utilized for District-directed meetings and/or professional development and one-half (0.5) of the time will be utilized for individual preparation and planning for instruction.

- c. If a school schedules a “meet and greet” activity in which families are invited to come to school and meet their child’s teacher before the first day of school, such activity will be scheduled during the professional development time described in b. above.
2. One Friday in September with two purposes: 3.5 hours for professional development and 3.5 hours for individual preparation and planning for instruction.
3. Specialist and itinerant staff professional development will be aligned with programmatic and/or individual staff goals for improving best practices in the area of their specialty. Specialist and itinerant staff (nurses, OTs, PTs, school psychologists, and SLPs) may exchange the September, October and March non-instructional workdays to support discipline-specific professional development and/or collaboration activities (e.g., a professional conference that occurs on alternate days outside the student school year). A specialist or group of specialists who wish to exchange one of these workdays for another shall, at the earliest practical opportunity, submit a written plan for use of the time and the professional goals to be achieved to the employee’s supervisor for approval. Such administrator shall provide written approval or denial of the request as soon as possible thereafter.

E. Elementary Early Dismissal. Students shall be dismissed two hours and ten minutes early at each elementary school on each Thursday in the school year (except the first Thursday of the school year).

1. One hundred and five minutes of this time on each early dismissal day and an additional fifty-five minutes on one Thursday per month is for planning pursuant to Article VIII, Section 1.B.1.
2. Fifty-five minutes on one Thursday per month (excluding June) is for building-based professional development as defined in Article VIII, Section 3.
3. Fifty-five minutes on the remaining early dismissal Thursdays is for collaboration work as defined in Article VIII, Section 10.L.
4. The scheduling of early-release Thursdays shall be designated by the calendar committee on the calendar exhibits in Appendix F.

F. Middle School Early Dismissal. Students shall be dismissed two hours and thirty minutes early at each middle school on fifteen Thursdays in the school year .

1. Sixty minutes of this time on each early dismissal day is for planning pursuant to Article VIII, Section 1.B.2.

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2. The remainder of the time on five Thursdays is for building-based professional development as defined in Article VIII, Section 3.
 3. The remainder of the time on ten Thursdays is for collaboration work as defined in Article VIII, Section 10.L.
 4. The scheduling of early-release Thursdays shall be designated by the calendar committee on the calendar exhibits in Appendix F.
- G. High School Early Dismissal.** Students shall be dismissed one hour and fifteen minutes early at each high school on fifteen Thursdays in the school year.
1. This time on five Thursdays is for building-based professional development as defined in Article VIII, Section 3.
 2. This time on ten Thursdays is for collaboration work as defined in Article VIII, Section 10.L.
 3. The scheduling of the Thursdays shall be designated by the calendar committee on the calendar exhibits in Appendix F.
- H. System-wide Early Dismissal.** Students and staff at all levels shall be dismissed on the early dismissal schedule the day before Thanksgiving and the last day of school. This is trade time for family engagement activities at all levels (see Article VIII, Section 1.G).
- I. TEMPORARILY AMENDED Snow Make-up.** One snow make-up day will be scheduled within each school year to occur in the spring (in May) and two snow make-up days will be scheduled to occur at the end of the 179-day student school year.
1. The May day will be used first and the days at the end of the school year will be used thereafter. If there are additional snow days, the parties will meet to determine how the days will be made up. If school is closed during first semester, the parties will meet to determine if the break between the semesters will be moved so that both semesters are a full ninety (90) days in length.
- J. School Day Adjustments Due to Weather or Other Emergency Situations.** The District shall notify employees as far in advance as possible of school closures and delays. The parties will meet to determine changes in the calendar that may be necessary to ensure no loss of pay occurs related to weather or emergency events.
- K. Calendar Committee.** It is the intention of the parties that the school year calendar be published approximately one and one-half (1.5) years before implementation. To facilitate this goal, the parties shall maintain a standing joint committee with the authority to solicit input from certificated staff, classified staff, and parents/families, to designate the non-instructional workdays and early dismissals identified in the calendar template above, and make recommendations on whether any changes in the template should be made before adoption of future calendars using this template. The final calendar must be approved by the District Superintendent and Association President.

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L. Collaboration Time. Time scheduled on the work year calendar for collaboration shall be used for:

1. Collaboration time for grade level teams, departments, building, job alike and/or content area work groups, and job–embedded staff development initiated and planned by employees.
2. Collaboration and planning related to support services provided by specialists and special education teachers for the purpose of addressing student needs, e.g., collaborative work related to IEPs, 504s, health plans, meeting and communicating with families, etc.
3. Planning with other staff in the areas of curriculum and instruction, evaluation of student work, and the preparation of student assessments.
4. Meetings of job alike groups (e.g., teachers of Multilingual Learners, music teachers, physical education teachers, etc.) who have requested opportunities for specialized professional development, program development, vertical alignment, curriculum adoption and implementation, and planning for professional development to be delivered to others.

Administrators will respect individual employee professional judgment by not scheduling meetings or activities during this designated time. Administrators may expect employees to share how collaboration time will be used but will not request reports or notes from such collaboration.

M. Individual Time. Individual time scheduled on the work year calendar shall be for use at the individual employee's professional judgment for preparation as defined in Article VIII, Section 1.B.7, collaboration as defined in Article VIII, Section 10.L and/or family engagement as defined in Article VIII, Section 1.G. Administrators will respect individual employee professional judgment by not scheduling meetings or activities during this designated time.

N. Specialists and Professional Development Early Releases. Specialist and itinerant staff (nurses, OTs, PTs, school psychologists, and SLPs) may use any of the early release days set aside for building-based professional development to support discipline-specific professional development and/or collaboration activities. Administrators may expect employees to share how professional development and collaboration time will be used but will not request reports or notes from such collaboration. Specialists and itinerant staff are expected to participate in collaboration time described in paragraph L above.

O. Building-level Alternatives. Dates and times set aside for collaboration and building-based professional development identified on the work year calendar may be exchanged within a building to accommodate the availability of instructional coaches who support professional learning in multiple buildings.

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P. Staggered Start. The District and Association agree to use the staggered start schedule described below that strives to honor both the need for Promise Kindergarten and Kindergarten Entry Conferences and maximizes instructional time:

1. **Days 1 and 2** (first and second day of student school year): Promise Kindergarten and Kindergarten students do not attend; Promise Kindergarten and Kindergarten Entry Conference time.
2. In addition, a half-day of time/compensation is provided to Promise Kindergarten and Kindergarten teachers for Promise Kindergarten and Kindergarten Entry Conferences to be used no later than the end of the second week of school. Instructional assistant support will also be provided in our Promise Kindergarten and Kindergarten classrooms during the beginning of the school year to support students and teachers.

Section 11 – Waivers

Building employees and administrators may jointly request, through the building site council, that the District and Association waive requirements of the BEA/District Collective Bargaining Agreement with the following provisions:

1. The request must be for the purpose of program improvement.
2. The request must be made in writing and include:
 - a. reference to the specific provisions of the Collective Bargaining Agreement requested to be waived;
 - b. evidence of employee, administrator, and site council participation in the decision-making process leading up to the request;
 - c. rationale for the waiver;
 - d. specific timelines/duration for the request;
 - e. effect of the waiver on other areas of the Collective Bargaining Agreement, if any.
3. The waiver request, utilizing the form provided in Appendix G, must be submitted to the Superintendent, or designee, and the Association President, or designee, concurrently and will be granted only if both the District and the Association agree.

The District and Association mutually agree that any waivers granted are not precedent setting. The parties further agree that once the waivers have expired, all Collective Bargaining Agreement rights will return to status quo.

ARTICLE IX – EVALUATION AND PROBATION

ARTICLE IX – EVALUATION AND PROBATION

Section 1 – Provisions Applicable to Evaluation Generally

I. Purpose

Evaluation shall be designed to facilitate the improvement of instruction. To this end, these evaluation procedures are intended to:

- A. Facilitate the collection of evidence to be used in the formative and summative assessment of certificated staff job performance.
- B. Provide information useful in determining and providing for professional development opportunities that support professional growth.
- C. Provide educators with formative information and data that promotes and encourages reflection in one's practice and supports continuous self-improvement.
- D. Motivate all members of the staff to participate in formulating and evaluating instructional programs.
- E. Determine if there is a need to take corrective measures supporting the growth of employees with identified performance deficiencies and/or a need to place an employee on probation.

II. Responsibility for Evaluation

Employees holding non-administrative positions shall be observed and evaluated during each school year in accordance with the procedures and criteria set forth herein.

A. Required Evaluation

- 1. All employees except leave replacement and retire/rehire shall be evaluated annually.
- 2. Leave replacements and retire/rehire employees may be evaluated.
- 3. Leave replacement and retire/rehire employees are exempt from Article IX, Section 1, II.B.3 (October 15 notification).
- 4. All evaluations shall be completed prior to June 1 of each year.

B. Administrator Responsible for Evaluation

- 1. Within each school, the principal, or designee, shall be responsible for the observation and evaluation of employees assigned to that school. Employees in itinerant or district wide positions will be observed and evaluated by the appropriate department director or designee.

ARTICLE IX – EVALUATION AND PROBATION

2. Employees assigned to more than one (1) school shall be observed and evaluated by one (1) principal, or designee. In addition, principals of other schools in which the employee serves may submit evidence to the evaluating principal/designee that may be included in the formal evaluation. Such evidence will be identified as having come from the non-evaluating principal/designee.
3. All employees hired prior to September 15 shall be notified by October 15 as to the administrator responsible for their evaluation. Staff hired after September 15 will be notified as to the administrator that will be responsible for their evaluation as soon as possible and prior to their first observation.

III. General Observation and Evaluation Procedures

The following provisions pertain to all observation and evaluation options described in Article IX:

- A. No mechanical or electronic device shall be installed in any classroom, or brought in on a temporary basis, which could allow a person to listen to or record the procedures in any classroom without the knowledge and permission of the employee.
- B. The evaluator may make informal observations without advance notice at their discretion. Such informal observations shall last a reasonable length of time in order for the evaluator to understand the situation being observed.
- C. Statements and information brought to the District's attention from sources other than the appointed evaluator, including parents and students, questioning teacher competency may prompt further inquiry but evidence of competency will be based on the evaluator's direct observations, conversations with the teacher, and the collection of products or results of the teacher's work.
- D. The district shall require each administrator, each principal, or other supervisory personnel who has responsibility for evaluating classroom teachers to have training in evaluation procedures designed to implement the revised systems and maximize rater agreement. No administrator, principal, or other supervisory personnel may evaluate a teacher without having received training in evaluation procedures.
- E. In an effort to ensure the equitable evaluation of all employees in accordance with the law, the parties will contemplate the effect of disparities in class size, class composition (academic profile, behavioral profile), etc., which create fundamentally different classroom circumstances.
- F. Disputes regarding evaluative ratings of performance are not grievable except as to the failure to follow the procedures in this Article IX.
- G. The parties acknowledge student achievement is the result of many factors including effective teachers, quality curricula, sufficient and appropriate materials, parent involvement, and readiness to learn. Thus for the purposes of employee evaluation, test results that measure the academic progress of students shall be utilized only as set forth in Article IX, Section 3, IV and V.

ARTICLE IX – EVALUATION AND PROBATION

- H. This Article IX may be reopened by either party if state law links compensation to evaluation ratings.

Section 2 – Provisions Applicable to Non-Classroom Teachers

The procedures in this Section shall apply to employees other than classroom teachers as defined in Section 3, Part II, below.

I. Evaluation Criteria

- A. The criteria and performance indicators contained in Appendices D and E shall be the only criteria and performance indicators used, and shall be consistently utilized in the observation and evaluation of employees. Each observation does not have to include feedback on every criteria.
- B. The possible indicators under each criterion are suggested guidelines only, intended to assist the evaluator in judging whether the employee is meeting the criteria. All indicators under each criterion need not be utilized for each observation.

II. General Observation Procedures

The following provisions pertain to all observation and evaluation options described in subsection IV, below:

- A. Following any observation to be used for evaluation purposes in the standard and alternate short evaluation form, the principal, or designee, shall promptly document the results of the observation in writing and shall provide the employee with a copy thereof within three (3) days after such report is prepared.
- B. Each employee shall have access to a confidential conference before each formal observation and access to a confidential conference after each observation.
- C. The employee shall sign the District copy of the observation form and shall be provided a copy of said form. The employee's signature represents only the indication that they are aware of the comments and summary statement recorded thereon and shall not be interpreted as an indication that the employee necessarily agrees with the comments and/or the summary statements. The employee may attach their own comments to any observation report, which contents shall become part of the report.
- D. In the event that any observation report indicates that the employee has serious performance deficiencies in one (1) or more areas defined in the evaluation criteria, the principal, or designee, shall include expectations for improvement.
- E. As appropriate, the evaluation of the certificated non-classroom teacher may include observing the employee in the performance of their assigned professional duties.

ARTICLE IX – EVALUATION AND PROBATION

III. Final Evaluation Procedures

- A. A final, written evaluation reflecting all observations and other supporting documents (in accordance with Article V, Section 3, Personnel File) used during the evaluation process shall be completed for each employee by the evaluator and discussed with the evaluatee prior to June 1.
- B. Upon completion and discussion of the final evaluation form, the employee shall sign the District copy as an indication of the employee's awareness of the comments and summary statement recorded thereon. Such signature shall not necessarily be interpreted to be an agreement with the comments and/or summary statement. The employee may attach their own comments to the final evaluation form, which shall become part of said report.
- C. Employees whose final evaluation clearly indicates that improvement is needed in one (1) or more criteria shall be observed and evaluated the next school year in accordance with the Standard Observation and Evaluation Procedures identified in subsection IV, A. of this Article.
- D. The final evaluation form shall be promptly forwarded to the Human Resources Office for filing in the personnel file.

IV. Observation and Evaluation Options

- A. As per state law, three (3) observation and evaluation procedures are available for employees covered by Article IX, Section 2 of this Agreement:
 - Standard Observation and Evaluation Procedures
 - Alternative Short Form Observation and Evaluation Procedures, and
 - Professional Growth Option (PGO).
- B. The employee or evaluator may require that the evaluation process set forth in subsection IV, C, Standard Observation and Evaluation Procedures, of this Article be conducted in any given school year, provided notice to revert to the Standard Observation and Evaluation Procedures must be given in writing by the moving party by October 31.

C. Standard Observation and Evaluation Procedures

1. Eligibility

All employees except leave replacement and retire/rehire shall be observed and evaluated on the Standard Observation and Evaluation procedure for the first four (4) consecutive years of employment with the Bellingham School District. After four (4) or more years of successful evaluations in the District, the employee can utilize the Alternate Evaluation Procedure described below. However, following five (5) consecutive years on either Alternative or PGO, an employee will be observed with evaluation on the Standard Form and Evaluation criteria.

ARTICLE IX – EVALUATION AND PROBATION

2. Observations

- a. During each school year all employees covered under Article IX, Section 2 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 minutes.
- b. An employee in the third year of provisional status shall be observed at least three times in the performance of their duties and the total observation time for the school year shall not be less than ninety minutes.
- c. New employees shall be observed at least once for a total observation time of thirty minutes during their first ninety calendar days.
- d. Following each observation, or series of observations, the evaluator shall promptly document the results of the observation in writing, and shall provide the employee with a copy thereof within three days after such report is prepared.

D. Alternative Evaluation Procedures: Short Form and PGO

Two options for an Alternative Evaluation format shall be available to eligible employees: Alternative Short Form and Professional Growth Option (PGO) and shall be subject to the following criteria and procedures:

1. Eligibility

- a. Employees with four (4) or more years of successful evaluations in the Bellingham School District are eligible to participate in either of the Alternative Evaluation Formats: Short Form or PGO.
- b. An employee may be on the Alternative Evaluation Procedures no more than five (5) times every six (6) years.
- c. Employees on alternate evaluation procedures whose final evaluation clearly indicates needs improvement in one or more areas shall be observed and evaluated for the next school year on the standard observation and evaluation procedure.
- d. No employee subject to the provisions of the Alternative Evaluation Procedures shall be placed on probation, nor shall the results of the written report be considered as probable cause for non-renewal of the employee's contract.

2. Alternative Short Form Observation and Evaluation Procedures

The Alternative Short Form Evaluation Procedures shall include a minimum of either:

ARTICLE IX – EVALUATION AND PROBATION

- a. A final written evaluation based on one (1) thirty (30) minute observation during the school year with a written observation report, or
 - b. A final written evaluation based on the criteria established in Appendix D or E. This evaluation shall be based on at least two (2) observation periods during the school year totaling at least sixty (60) minutes without a written summary of the observations.
3. The Final Evaluation shall be completed per procedures in Section III on or before June 1 of each year.

E. Professional Growth Option

1. Model Description

The purpose of the Professional Growth Option (PGO) is professional growth and improvement for the employee and student achievement. The PGO is a voluntary evaluation model that provides employees instructional improvement opportunities based on a plan developed from specific goals.

2. Goal Setting and Plan Development

- a. The PGO goal setting and plan development process will take place either at the end of the preceding year or the beginning of the contract year the plan is to be implemented. For a plan to be accepted, it must be completed and approved by the supervising administrator on or before October 15.
- b. Goal setting and plans will focus on instructional improvement, building goals, or District goals.
- c. Employees may work independently; however, peer involvement is encouraged. Employees may elect to work collaboratively in teams, department groups, or grade levels in goal setting and plan attainment.
- d. The employee will work collaboratively with the building or program administrator to design an initial growth plan that establishes one (1) to five (5) goals and a plan for achieving those goals. One or more of the following sources of information shall be used by certificated employees in developing professional growth plans:
 - i. Peer review and evaluation
 - ii. Input by parents
 - iii. Input by students
 - iv. Personal and/or professional goals
 - v. School district goals
 - vi. Building goals
 - vii. Self-assessment
 - viii. Personal academic records

ARTICLE IX – EVALUATION AND PROBATION

- ix. School district evaluations
- e. The components of the PGO plan will include but are not limited to:
 - i. Tasks and activities to achieve the goal (including sources and data collection procedures).
 - ii. Timeline
 - iii. Assessment procedures
 - iv. Outcomes
- f. Following the completion and approval of the plan, the employee will take responsibility for implementing and monitoring their PGO. Throughout the year the employee and the administrator will meet formally and informally to discuss the progress toward the goals and to refine and update the plan as needed.

3. Observation and Final Evaluation Procedures

- a. For purposes of the Professional Growth Option, evaluation requirements are defined as an observation(s) totaling an annual minimum of sixty (60) minutes observing the certificated employee in the performance of their assigned professional duties. These professional duties may include those identified in their PGO goal, which may or may not include direct observation.
- b. A final meeting between the employee and the supervising administrator will be held before June 1 to analyze data and to review progress toward goal attainment. The administrator will, at this time, use the District-designated form to document progress on the PGO and verify that the employee has met the minimum evaluation criteria.

4. Documentation File

A Professional Growth Option file which serves as a documentation and communication tool will be maintained by the administrator and the employee. It may contain the:

- a. PGO Goals and plan as described in IV. E.2
- b. Evidence of plan implementation
- c. Assessment data (pre, during, and post as applicable)
- d. Actual outcomes

Materials, records, and/or portfolios expressly developed as a result of the individual's participation in the PGO shall be the property of the certificated staff member participating in the program. These items shall not be retained in the employee's personnel file or used by the District in its formal evaluation criteria. The administrator may retain a copy of the goals and plan.

ARTICLE IX – EVALUATION AND PROBATION

Section 3 – Classroom Teacher Evaluation

I. State Criteria, Instructional Framework, and Evaluation Rubric

- A. Classroom teachers will be evaluated based upon the criteria defined in Washington State law in RCW 28A.405.100. The eight State criteria are:
1. Centering instruction on high expectations for student achievement;
 2. Demonstrating effective teaching practices;
 3. Recognizing individual student learning needs and developing strategies to address 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.
- B. Classroom teachers shall be evaluated using the UW Center for Educational Leadership 5D+ Framework for Teaching Rubrics as approved for use by OSPI. The 5D+ Framework Rubrics will be posted for employees on the District’s website and incorporated into this Agreement by reference.

II. Applicability of Evaluation Model

This evaluation model is applicable to “classroom teachers” defined in law as a certificated employee who provides academically focused instruction to students and holds one or more of the certificates pursuant to WAC 181-79A-140 (1) through (3) and (6)(a) through (e) and (g). All other nonsupervisory certificated employees (i.e. ESAs, Counselors, Librarians, TOSA’s and Athletic Directors) shall be evaluated using the existing contractual evaluation language. The District and the Association shall meet to negotiate the placement of new positions or positions in which the placement is unclear relative to the new evaluation model. Employees in split assignments or whose duties fall within classroom teacher and non-classroom teacher duties shall be evaluated using the model for whichever assignment or duties comprise the majority of the employee’s assignment.

III. Evaluation Types

- A. A “comprehensive evaluation” produces a comprehensive summative performance rating based on all eight of the teaching criteria and the student growth rubrics. A comprehensive evaluation must be completed for:

ARTICLE IX – EVALUATION AND PROBATION

1. Classroom teachers who are provisional employees;
 2. Any classroom teacher who received a summative evaluation performance rating of Unsatisfactory or Basic in the previous school year; and
 3. All other classroom teachers at least once every six years.
- B. A “focused evaluation” is based on one of the eight evaluative criteria selected by the teacher and approved by the teacher’s evaluator plus the student growth rubrics from the selected criterion. All teachers who are not required to be on a comprehensive evaluation are eligible to be on a focused evaluation.
- C. A classroom teacher shall be transferred from a focused evaluation to a comprehensive evaluation at the request of the teacher or the teacher’s evaluator. Such request must be received in writing by October 31.
- D. It is the intent of the parties that upon successful completion of the comprehensive evaluation, all teachers will cycle through focused evaluation for the next five years, subject to the terms set forth in RCW 28A.405.100 and the provisions above.

IV. Inquiry Cycle

Evaluation is a formative and summative process of analyzing evidence as it relates to the instructional framework. The search for evidence originates from inquiry cycles that include observation and conversation as described below.

A. Self-Assessment

The teacher self-assesses their instructional practice using the instructional framework and the evaluation rubric to identify an area of focus. The teacher chooses whether to share the results of the self-assessment with their evaluator. The self-assessment may include:

1. An examination of student work, classroom-based assessment data, feedback from students, etc. and reflection on the question: “What are the learning strengths and learning challenges of students?”
2. Consideration of building and district learning goals and instructional initiatives, and reflection on the question: “How do these support the learning challenges of students?”
3. Assessment of instructional practice using the 5D+ instructional framework and the 5D+ teacher evaluation rubric referencing evidence from day-to-day classroom practice to support an assessment for each rubric indicator. Observation and Data collection. Analysis of evidence and reflection. Questions such as “Which indicators are strengths and which are learning opportunities?”

ARTICLE IX – EVALUATION AND PROBATION

B. Determine a Focus

1. The teacher and evaluator engage in a conference to discuss and determine the teacher-selected area of focus, and the type of evidence that will be collected.
2. **Student Growth Goals**
 - a. Embedded within at least one conference during the year, the teacher and evaluator shall discuss student growth measures and student growth goals to be used for the year.
 - b. For a comprehensive evaluation, the teacher shall identify and document a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1. The goal for SG-6.1 and SG-8.1 may be the same goal.
 - c. For a focused evaluation, if Criterion 3, 6 or 8 is selected as the focused criterion, the teacher shall identify and document a student growth goal for Components SG-3.1, SG-6.1 or SG-8.1, respectively. If Criterion 1, 2, 4, 5, or 7 is selected for the focused evaluation, the teacher shall select to identify and document a student growth goal for either Component SG-3.1 or SG-6.1
 - d. See Section 3.V.D for more information about student growth goals and student growth data.

C. Implement and Support

1. Gathering of Evidence

- a. The teacher and principal engage in study and learning around the teacher-selected area of focus.
- b. This stage of the cycle involves the gathering of evidence, feedback, support, review of student work, and reflection individually and with colleagues.
- c. Evidence is observed practice (observations), conversations, products (artifacts) or results of the teacher's work that demonstrates knowledge and skills of the educator with respect to the instructional framework.
- d. Although this stage is focused on the teacher-selected area of focus, the teacher and evaluator may gather and discuss evidence relevant to any of the eight evaluative criteria.

2. Observations

- a. During each school year all classroom teachers shall be observed for the purposes of evaluation at least twice in the performance of their assigned

ARTICLE IX – EVALUATION AND PROBATION

duties. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside the classroom setting. Total observation time for each employee for each school year shall be not less than sixty minutes.

- b. An employee in the third year of provisional status shall be observed at least three times in the performance of their duties and the total observation time for the school year shall not be less than ninety minutes.
- c. New employees shall be observed at least once for a total observation time of thirty minutes during their first ninety calendar days.
- d. Following each observation, or series of observations, the evaluator shall promptly document the results of the observation in writing, and shall provide the employee with a copy thereof within three days after such report is prepared.

3. Artifacts

- a. Artifacts are products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Tools or forms used in the evaluation process may be considered as artifacts.
- b. Both the teacher and the evaluator may contribute artifacts that supplement other evidence collected and used to determine the overall assessment of professional performance. Evidence shall result from the normal course of professional performance during the period of time being evaluated.
- c. The District commits to documenting evidence of performance readily available via observations and conversation to the greatest extent possible so as to lessen the time required to compile additional artifacts. If, after completing the minimum required observations, both the teacher and evaluator agree on the score for a criterion, no additional evidence is required to be collected for that criterion. It is the intent of the parties that every effort will be made to provide and collect ample evidence of proficiency. It is the nature and quality of the evidence, not the amount that determines its rating. Principals may request evidence in areas not yet consistent with a proficient rating but may not require a specific amount of evidence or number of artifacts.

D. Analyze Impact

- 1. The teacher and evaluator engage in a conference to examine student and teacher data, analyze the impact of the data, and formatively discuss teacher growth using the 5D+ rubric. The teacher and evaluator decide whether to continue the same inquiry or identify a new area of focus. The conference is intended to include

ARTICLE IX – EVALUATION AND PROBATION

discussion of the question: “Based on your inquiry what did you learn about your practice as it impacts student learning?”

2. At any time during the cycle of inquiry, employees shall be notified of deficiencies that could affect their continued employment. The intent of such notice is to provide ample time for the employee to improve their performance.

V. Comprehensive Summative Performance Rating

A. Criterion Rating

The final summative score for either a comprehensive or a focused evaluation is determined by an analysis of evidence. The scoring methodology to be used will be “preponderance of evidence” subject to the following:

1. Evaluators will score criterion indicators throughout the year so as to give guidance to teachers concerning specific performance. The intent is to ensure teachers are made aware of serious deficits as early as is reasonably practical.
2. After scoring all criterion indicators, the evaluator shall make a judgment as to the criterion score based on the overall evidence collected rather than the raw indicator score. The intent is to ensure that the evaluator may exercise professional discretion, based on having adhered to the collaborative inquiry and evidence collection process, when determining the final criterion score.

B. Rating for Comprehensive Evaluation

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

- 8-14—Unsatisfactory
- 15-21—Basic
- 22-28—Proficient
- 29-32—Distinguished

C. Rating for Focused Evaluation

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.

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D. Student Growth Goals

1. The teacher will identify appropriate instructional subject, sub-group, and assessments to be used in measuring student growth. Student growth data will be taken from multiple (at least two) sources, and must be appropriate and relevant to the teacher's assignment. Student growth data may include formative and summative assessment data. Student achievement data that does not measure growth between two points in time shall not be used to calculate a teacher's student growth criterion score.

2. Student Growth Goals for Comprehensive Evaluation

- a. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. For a comprehensive evaluation, 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:
 - 5-12 — Low
 - 13-17 — Average
 - 18-20 — High
- b. A student growth score of "1" in any of the rubric rows will result in an overall low student growth impact rating.
- c. A teacher who receives a "4" (Distinguished preliminary summative rating) and a Low student growth score will receive an overall "3" (Proficient) summative rating.
- d. If a teacher receives a Low student growth score, the teacher and evaluator will mutually agree within two months or the beginning of the following school year to engage in one of the student growth inquiries required by law (WAC 392-191A-100) as follows:
 - i. 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;
 - ii. Examine extenuating circumstances which may include one or more of the following: Goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;
 - iii. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices

ARTICLE IX – EVALUATION AND PROBATION

related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;

- iv. Create and implement a professional development plan to address student growth areas.

If agreement cannot be reached the evaluator will determine the inquiry to be used from the above list.

- e. The evaluations of certificated classroom teachers with a preliminary rating of unsatisfactory and high student growth will be reviewed by the evaluator's supervisor.

3. Student Growth Goals for Focused Evaluation

- a. The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 is selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use the criterion 3 or 6 student growth rubrics, as selected by the teacher.
- b. If a teacher receives a student growth score of "1" in any of the rubric rows, the teacher and evaluator will mutually agree to engage in one of the student growth inquiries required by law (WAC 392-191A-100) as set forth in D.2.d., above.

- E. A final written evaluation reflecting all evidence reviewed during the evaluation process shall be completed for each employee by the evaluator and discussed with the evaluatee prior to June 1. The employee shall sign the District copy as an indication of the employee's awareness of the comments and summary statement recorded thereon. Such signature shall not necessarily be interpreted to be an agreement with the comments and/or summary statement. The employee may attach written comments to their evaluation report.
- F. Each classroom teacher will have the opportunity for a minimum of two confidential conferences during each school year with their principal or principal's designee either (a) Following receipt of the written evaluation results; or (b) At a time mutually satisfactory to the participants. The purpose of each such conference will be to provide additional evidence by either the evaluator or certificated classroom teacher to aid in the assessment of the certificated classroom teacher's professional performance against the instructional framework rubrics.

VI. Professional Development

The District and Association agree to work collaboratively to identify and provide ongoing, substantive training relevant to the instructional framework, rubrics, and evaluation process as appropriate to the identified needs. Specific training will be provided for evaluators, teacher leaders, TOSAs, and classroom teachers. The intent is to ensure consistent planning to ensure high-quality, relevant training, and teacher involvement. To this end the parties agree to establish a BSD-BEA Instructional Framework and Evaluation training committee with members appointed

ARTICLE IX – EVALUATION AND PROBATION

by the parties as subsequently determined appropriate by the parties. The committee's work will be ongoing with the goal of establishing an annual training plan prior to each school year.

Section 4 – Remediation and Probation

I. Non-Probationary Plans of Assistance

- A. The District shall require the following employees to participate in a non-probationary plan of assistance:
 - 1. Any continuing contract employee covered under the evaluation procedures set forth in Section 2 above who receives an unsatisfactory evaluation at the end of the previous school year;
 - 2. Any continuing contract employee covered under the evaluation procedures set forth in Section 2 above who has had a minimum of two (2) formal observations (for a total observation time of no less than sixty minutes) which indicate the employee has serious performance deficiencies in one (1) or more areas defined in the observation and evaluation criteria in which instance such plan of assistance may be implemented at any time after the conclusion of the two required observations; and
 - 3. Any continuing contract employee covered under the evaluation procedures set forth in Section 3 above with more than five years of teaching experience who has received a Level 2 (Basic) rating at the end of the previous school year.
- B. The District may require the following employees to participate in a non-probationary plan of assistance:
 - 1. Any provisional employee;
 - 2. Any continuing contract employee covered under the evaluation procedures set forth in Section 3 above with five or fewer years of teaching experience who has received a Level 2 (Basic) rating at the end of the previous school year.
- C. For employees defined in A and B above, the administrator and the employee shall attempt to develop a mutually agreeable written plan with appropriate support, resources and intervention strategies designed to improve the employee's effectiveness and to prevent the need to place the employee on probation. At least one (1) additional formal observation shall be held to determine if the employee has made sufficient progress in the identified areas of deficiencies. Said formal observation(s) shall not be conducted unless three (3) weeks have elapsed from the time of completion of the remediation plan.
- D. The evaluations of certificated classroom teachers with a rating of Unsatisfactory whose immediately preceding evaluation rating was Distinguished or Proficient will be reviewed by the evaluator's supervisor.

ARTICLE IX – EVALUATION AND PROBATION

II. Probation

Employees shall be placed on probation subject to the following:

- A. At any time after October 15th, an employee whose work is not judged satisfactory based on district evaluation criteria shall be notified in writing by the Superintendent that the employee is being placed on probation commencing on the date identified in the notice.
- B. For classroom teachers who have been transitioned to the revised evaluation system in Section 3 above, the following comprehensive summative evaluation performance ratings mean a classroom teacher's work is “not judged satisfactory” as that term is used in A above: (i) Level 1 (Unsatisfactory); or (ii) Level 2 (Basic) if the classroom teacher is a continuing contract employee with more than five years of teaching experience and if the level 2 (Basic) comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.
- C. The written notice of probation shall enumerate the specific areas of deficiency along with a reasonable program for improvement. In addition to the support and assistance of a second evaluator under paragraph G below, a reasonable program for improvement shall identify the satisfactory levels of performance to be achieved in the areas of deficiency and the supports or assistance offered to help the employee improve in those areas.
- D. All written communications to the employee shall be served upon the employee personally or sent by certified or registered mail or by leaving a copy of the notice at the house of their usual abode with some person of suitable age and discretion then residing therein.
- E. A probationary period shall be established beginning any time after October 15, for a minimum of sixty (60) days, and ending no later than May 1. The purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in their areas of deficiencies.
- F. During the probationary period the evaluator shall meet with the employee at least twice monthly to evaluate the progress being made on the remediation plan during the remediation process. A written evaluation of this progress will be provided in a timely fashion to the employee after each meeting.

G. Second Evaluator During Probation

- 1. The evaluator shall identify one additional non-bargaining unit certificated employee to evaluate the probationer and aid the employee in improving their areas of deficiency. The District and the Association shall attempt to reach agreement on the additional evaluator, and if unable to agree, the District shall appoint the second evaluator.
- 2. The second evaluator shall provide a written evaluation of the employee's performance to the evaluator, and provide a copy to the employee, no later than the conclusion of the probationary period. The evaluation shall be based on multiple observations of performance and a review of other available evidence, with a

ARTICLE X – GRIEVANCE PROCEDURE

particular emphasis on the areas of deficiencies identified by the evaluator and any areas of disagreement identified and brought to the attention of the second evaluator by the employee. This evaluation shall use the district evaluation criteria and scoring methodologies in this Article to produce an overall summative score.

3. Separate from this second evaluator, both the District and the Association reserve the right to appoint additional experts of their own choosing at any time to observe and evaluate the employee's performance.
- H. Upon the conclusion of the probationary period, the evaluator shall evaluate the employee's progress in remediating their performance and provide a report to the employee and the superintendent.
- I. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
- J. The Superintendent will fully consider all the evidence and facts of each particular case before deciding probable cause or causes exist for non-renewal of an employee's contract. In the event the Superintendent determines that there is probable cause or causes that the employment contract of an employee should not be renewed by the District for the next ensuing term, such employee shall be so notified in writing on or before May 15, preceding the commencement of such term. Such notification shall specify the cause or causes for non-renewal of contract.
- K. Every such employee so notified at their request made in writing and filed with the Board of Directors of the District within ten (10) days after receiving such notice, shall be granted opportunity for hearing to determine whether there is sufficient cause or causes for non-renewal of contract. If any such notification or opportunity for hearing is not timely given, the employee entitled thereto shall be conclusively presumed to have been reemployed by the District for the next ensuing term upon contractual terms identical with those which would have prevailed if their employment had actually been renewed by the Board of Directors for such ensuing term.

ARTICLE X – GRIEVANCE PROCEDURE

Section 1 – Definitions

- A. A "Grievant" shall mean an employee or group of employees filing a grievance, or, in the case of the Association's contractual rights, the Association.
- B. A "Grievance" shall mean a written claim by a grievant that a dispute or disagreement exists involving interpretation or application of the terms of this Agreement.
- C. "Days" shall mean normal District office work days, except during winter and spring breaks.

ARTICLE X – GRIEVANCE PROCEDURE

Section 2 – Time Limits

No grievance shall be entertained or processed unless it is filed within the time limits set forth herein. Time limits provided in this procedure may be extended only by mutual written agreement.

Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next step of this procedure.

Failure of the grievant to present or proceed with a grievance within the specified or mutually extended time limits will render the grievance waived.

Section 3 – Contents of the Grievance

During each step where a grievance is formally filed, a written statement shall be submitted by the grievant which shall clearly specify:

- A. The name of the grievant, the manner in which the grievant has been injured, and the specific section of the Agreement allegedly violated.
- B. When this alleged violation occurred.
- C. In what way there has been a misrepresentation or misapplication of this Agreement.
- D. The results of the previous step in the grievance procedure and why such results are unsatisfactory.
- E. The proposed remedy or remedies for resolution of the grievance.

Section 4 – Individual Rights

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without the intervention of the Association. An employee with a complaint shall attempt to resolve the problem informally between the employee and their immediate supervisor and/or principal. A grievant may be represented at all formal stages of the grievance procedure by themselves or at their option by an Association representative selected by the Association. If the grievant elects not to have Association representation, the Association shall have the opportunity to be present at the adjustment of the grievance and to make its views known or shall receive the same written responses provided to the grievant.

Section 5 – Procedures

A. Informal Procedures:

Within twenty (20) days following the occurrence of the event giving rise to the grievance, or twenty (20) days after the event is known, an employee shall attempt to resolve the grievance informally with their immediate supervisor or principal. An employee may be accompanied at this

ARTICLE X – GRIEVANCE PROCEDURE

informal meeting by an Association member. If the grievance is not resolved within ten (10) days of such meeting, it shall be reduced to writing and be submitted to the Principal or Supervisor at Step 1.

B. Formal Procedure:

1. **Step 1:** If the complaint is not resolved informally, it shall be reduced to writing by the employee and submitted to the employee's immediate supervisor within ten (10) days after receipt of the informal response. The immediate supervisor will arrange a conference to take place after receipt of the grievance. The grievant and an Association representative (if the grievant desires) will be present at the conference. Within ten (10) days following receipt of the grievance, the principal or supervisor will provide the grievant and the Association with a written response to the grievance. Such response will include the basis upon which the decision was based.
2. **Step 2: Individual Grievance** - If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2, the employee shall file the grievance in writing to the Superintendent, or designee, within ten (10) days after receipt of the written response at Step 2. The grievance shall contain information outlined under Section 3 of this Article.

The Superintendent, or designee, shall arrange for a hearing with the grievant to take place following receipt of the grievance. The grievant may have Association representation. The Superintendent, or designee, shall provide a written decision to the employee and a copy to the Association no later than ten (10) working days after receipt of the written grievance.

Association Grievance - A grievance which the Association may have against the District, limited as aforesaid to matters dealing with the interpretation or application of terms of this Agreement relating to Association rights, shall be commenced by filing in writing (in the format of Step 1 above) with the Superintendent, or designee. Such filing shall be within twenty (20) days following the occurrence of the event giving rise to the grievance or twenty (20) days after the event is known or reasonably should have been known. The Superintendent, or designee, and the Association will have ten (10) days from the receipt of the grievance to resolve it.

3. **Step 3:**
 - a. If no settlement is reached in Step 2, and if the Association believes the grievance to be valid, the Association may request that the matter be submitted to an arbitrator as hereinafter provided:
 - i. Written notice of a request for arbitration shall be made to the Superintendent, or designee, within ten (10) days of receipt of the disposition letter at Step 2.
 - ii. When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbitrator to hear and decide the

ARTICLE X – GRIEVANCE PROCEDURE

particular case. If the parties are unable to agree to an arbitrator within ten (10) days after submission of the written request for arbitration, the provisions of paragraph (3) below, shall apply to the selection of an arbitrator.

- iii. In the event an arbitrator is not agreed upon as provided in paragraph (2), above, the parties shall jointly request the American Arbitration Association to submit a panel of nine (9) arbitrators. Such request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the nine (9) arbitrators is received, the parties shall, beginning with the Superintendent, or designee, strike names from the list until one (1) individual's name remains, said individual to become the arbitrator.

The arbitrator selected will confer with the Superintendent, or designee, and the Association, hold hearings promptly and will issue their decision not later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning, and conclusion on the issue submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator will be submitted to the parties and will be final and binding.

- b. **Costs:** The fee and expense of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them; neither party shall be responsible for the expenses of witnesses called by the other.
- c. **Powers of the Arbitrator:** It shall be the function of the arbitrator, and they shall be empowered except as their powers are limited below, after due investigation, to make decisions in cases of alleged violation of the specific articles and sections of this Agreement.
 - i. They shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - ii. They shall have no power to establish salary structure or change any salary index.
 - iii. They shall have no power to change any practice, policy, or rule of the Board.

ARTICLE X – GRIEVANCE PROCEDURE

Section 6 – No Reprisals

No reprisals of any kind will be taken by the Board or the school administration because of any employee's participation in a grievance.

Section 7 – Continuity

Grievance Procedures in progress at the time of the expiration of this Agreement will be processed until resolved.

Section 8 – Grievance Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Section 9 – Exclusions

Personnel actions relating to non-renewal (other than for provisional employees), suspension without pay, discharge, or other adverse effects on an employee's contract status may not be reviewed pursuant to the grievance procedure *unless* the employee files a written grievance with the Superintendent or designee within ten (10) calendar days following receipt of a notice of probable cause relating to the action, which grievance must affirmatively elect the grievance review process and waive any right to seek statutory review pursuant to Chapter 28A.405 RCW. Filing a request for a statutory hearing shall be deemed an irrevocable election of remedies and shall preclude grievance procedure review of the action. Personnel actions relating to non-renewal of provisional employees are not subject to the grievance procedure.

ARTICLE XI – DURATION

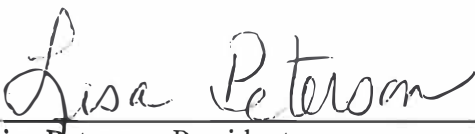
ARTICLE XI – DURATION

This Agreement shall be effective from September 1, 2025, and shall continue in effect until the thirty-first (31st) day of August 2027.

Negotiations between parties on a successor Agreement shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, agreement on a successor Agreement is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a period or periods by mutual agreement of the parties.

In the event of a double levy failure (Operations or Technology Capital Levy), either party shall have the option to reopen this Agreement to negotiate revised provisions. Such reopening notice shall be in writing. Within ten (10) days of such notice, the parties shall begin negotiations on an expedited basis.

Date: 6/13/25

Signed: 
Lisa Peterson, President
BELLINGHAM EDUCATION ASSOCIATION

Date: 6/17/2025

Signed: 
Greg Baker, Superintendent
BELLINGHAM SCHOOL DISTRICT #501

LETTERS OF AGREEMENT

LETTER OF AGREEMENT

Between the Bellingham Education Association and Bellingham School District

Extended School Day

To increase student opportunities for instruction, the District may extend the length of the regularly-scheduled student school day up to 7 hours. Under such circumstances, the instructional and non-instructional time within the 7.5 hour teacher workday defined in Article VIII may be reconfigured as long as the total non-instructional time (inclusive of prep time and time outside the student day) in the teacher workday is the same or greater than that guaranteed in Article VIII.

The length of the regularly-scheduled student school day at High School is 6 hours and 45 minutes. Teachers must be at school at least 15 minutes before the student day and 15 minutes after students are dismissed.

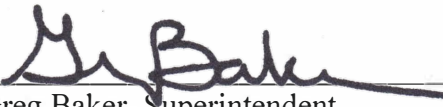
Teachers will have the flexibility to determine the placement of the remaining 15 minutes which must take place on site, either before or after the student day.

This letter shall be effective for the length of the current Collective Bargaining Agreement. The District and Association will continue meeting throughout the year to discuss impacts of the schedule change on scheduling and assignments.

Date: 6/13/25

Signed: 
Lisa Peterson, President
BELLINGHAM EDUCATION ASSOCIATION

Date: 6/17/2025

Signed: 
Greg Baker, Superintendent
BELLINGHAM SCHOOL DISTRICT #501

LETTERS OF AGREEMENT

LETTER OF AGREEMENT

Between the Bellingham Education Association and Bellingham School District

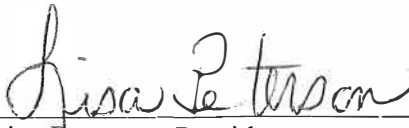
Commitment to Increased ML and ESA FTE

The District commits to increasing ML and ESA FTE to the greatest extent possible as follows:

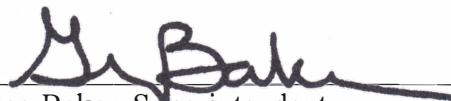
1. Multi-Lingual Learner (ML) Teachers – an additional .2 FTE ML Teacher in the 2023-24 school year; and at least an additional 1.0 FTE ML Teacher in the 2024-25 school year.
2. Occupational Therapists (OT) – Increase OT FTE by at least 1.0 in the 2024-25 school year.
3. Speech Language Pathologists (SLP) – Increase SLP FTE by at least 1.0 in the 2025-26 school year.
4. In the spring of 2024, the District and Association shall review ML, school psychologist, SLP, OT, PT, and nurse staffing levels for the 2024-25 school year, particularly in light of regional comparisons, to ensure that increases in students being served does not increase workload without plans for additional staffing to meet those needs.

The District and Association acknowledge that reaching the targets is dependent on finding acceptable candidates for employment, and sustainable funding. If a given target is not achieved, a thorough explanation will be provided by the District to the Association along with a revised target.

Date: 6/13/25

Signed: 
Lisa Peterson, President
BELLINGHAM EDUCATION ASSOCIATION

Date: 6/17/2025

Signed: 
Greg Baker, Superintendent
BELLINGHAM SCHOOL DISTRICT #501

LETTERS OF AGREEMENT

LETTER OF AGREEMENT

**Between the Bellingham Education Association
and Bellingham School District**

Elementary Music and Physical Education Teacher Schedules

The District will attempt to schedule elementary Music and Physical Education teachers with thirty (30) minute sections in order to provide two opportunities per week for student instruction.

The District will make every effort to assign Music and Physical Education teachers to a home school and to limit the travel and number of assigned sites for itinerant teachers. When travel is necessary, it shall be included within the scheduled work day.

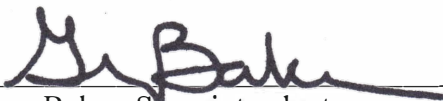
Sequencing of grade levels, set-up, and transition time will be considered in the development of building master schedules for music and PE classes to facilitate programmatic efficiencies. Special education staff also will be involved in the consideration and development of the master schedule.

Every effort will be made to minimize disruption of specialist teaching spaces. Principals and music and PE teachers will coordinate to provide advance notice when specialist teaching spaces must be used for alternate purposes.

Date: 6/13/25

Signed: 
Lisa Peterson, President
BELLINGHAM EDUCATION ASSOCIATION

Date: 6/17/2025

Signed: 
Greg Baker, Superintendent
BELLINGHAM SCHOOL DISTRICT #501

LETTER OF AGREEMENT
Between the Bellingham Education Association
and Bellingham School District

ESA, ML, Health Specialists, and Special Education Resource
Programmatic Efficiencies

This Letter of Agreement sets forth the District's commitment to work with ESA, ML, and special education resource staff to identify programmatic efficiencies that will contribute to improved student outcomes. These agreed upon enumerated steps will be immediately implemented where possible or, as necessary, discussed by District and BEA representatives as described to determine feasibility, resource requirements, or other actions which may be necessary to implement each point.

1. Nurses. District and BEA nurse representatives will work together to:

- a. Jointly review requests for support staff.
- b. Reevaluate staff assignments based on student and nursing team needs including hearing/vision and immunizations. Determine the feasibility of assigning the nursing coordinator to one school.
- c. Explore opportunities to centralize scheduling of the annual training required for delegation of medication administration to unlicensed staff, and/or determine alternative training opportunities and formats for unlicensed staff as jointly identified, e.g., front office staff epi-pen and inhaler training, medication delegation for middle and high school coaches, etc.
- d. Implement a centralized team of HRAs or LPNs to process immunization records and organize hearing/vision screening.
- e. Resolve the disposition of these steps and provide notice to the District and BEA leadership of outcomes by December 2023.

2. Occupational Therapists. District and BEA OT representatives will work together to:

- a. Implement Medicaid billing reimbursement practices and explore software options to assist OTs with billing. OTs will be reimbursed \$75.00 per year, per each student for whom Medicaid billing occurs. The feasibility of ongoing billing and the reimbursement rate will be reviewed and renegotiated as necessary in spring 2024.
- b. Resolve any logistics as necessary and implement with the beginning of the 2023-2024 year the equivalent of one half-day each week for non-direct student service work per newly agreed upon contract language.
- c. Resolve any logistics necessary to ensure discipline-specific collaboration and content relevance in professional development choices.

LETTERS OF AGREEMENT

- d. Resolve the disposition of these steps and provide notice to the District and BEA leadership of outcomes by December 2023.
- e. Increase OT FTE by at least 1.0 in the 2024-25 school year and review OT staffing levels in the spring of 2024 per the ML and ESA Staffing LOA.

3. Physical Therapists. District and BEA PT representatives will work together to:

- a. Implement Medicaid billing reimbursement practices and explore software options to assist PTs with billing. PTs will be reimbursed \$75.00 per year, per each student for whom Medicaid billing occurs. The feasibility of ongoing billing and the reimbursement rate will be reviewed and renegotiated as necessary in spring 2024.
- b. Resolve any logistics as necessary and implement with the beginning of the 2023-2024 year the equivalent of one half-day each week for non-direct student service work per newly agreed upon contract language.
- c. Resolve any logistics necessary to ensure discipline-specific collaboration and content relevance in professional development choices.
- d. Resolve the disposition of these steps and provide notice to the District and BEA leadership of outcomes by December 2023.
- e. Review PT staffing levels in the spring of 2024 per the ML and ESA Staffing LOA.

4. School Psychologists. District and BEA Psychologist representatives will work together to:

- a. Ensure that available psychologist positions are posted within two weeks of the District becoming aware of the need to fill a position.
- b. Designate and/or schedule as necessary office space within the district for psychologists to write reports uninterrupted one day per week beginning with the 2023-2024 year. The intent is to provide space at the District office upon its completion.
- c. Implement utilization of ParentSquare to fulfill required family communication obligations.
- d. Make a concerted effort in each building, when necessary to accommodate unique family needs, to schedule special education eligibility/IEP meetings during the school day and provide coverage that allows teachers to participate in these meetings.
- e. Resolve any logistics necessary to ensure discipline-specific collaboration and content relevance in professional development choices.
- f. Resolve the disposition of these steps and provide notice to the District and BEA leadership of outcomes by December 2023.

LETTERS OF AGREEMENT

- g. Review Psychologist staffing levels in the spring of 2024 per the ML and ESA Staffing LOA.

5. Speech Language Pathologists. District and BEA SLP representatives will work together to:

- a. Implement Medicaid billing reimbursement practices and explore software options to assist SLPs with billing. SLPs will be reimbursed \$75.00 per year, per each student for whom Medicaid billing occurs. The feasibility of ongoing billing and the reimbursement rate will be reviewed and renegotiated as necessary in spring 2024.
- b. Resolve any logistics as necessary and implement with the beginning of the 2023-2024 year the equivalent of one half-day each week for non-direct student service work per newly agreed upon contract language.
- c. Resolve any logistics necessary to ensure discipline-specific collaboration and content relevance in professional development choices.
- d. Resolve the disposition of these steps and provide notice to the District and BEA leadership of outcomes by December 2023.
- e. Increase SLP FTE by at least 1.0 in the 2025-26 school year and review SLP staffing levels in the spring of 2024 per the MLL and ESA Staffing LOA.

6. Special Education Resource Teachers. District and BEA Special Education Resource Teacher representatives will work together to:

- a. Resolve any logistics as necessary and implement with the beginning of the 2023-2024 year the equivalent of one half-day each week for non-direct student service work per newly agreed upon contract language.
- b. Implement utilization of ParentSquare to fulfill required family communication obligations.
- c. District Special Education leadership and BEA Special Education teacher representatives will meet monthly to identify curriculum needs, assessment practices, school-level processes, and safety protocols.
- d. Resolve the disposition of these steps and provide notice to the District and BEA leadership of outcomes by December 2023.

7. Multilingual Learners. The District's Director of Teaching and Learning and BEA ML representatives will work together to:

- a. Increase ML FTE by an additional .2 FTE in the 2023-24 school year and at least an additional 1.0 FTE in the 2024-25 school year, and review ML staffing levels in the spring of 2024 per the ML and ESA Staffing LOA.

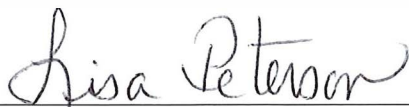
LETTERS OF AGREEMENT

- b. Identify curriculum needs, assessment practices, and programmatic supports that contribute to improving student outcomes.
- c. To the extent fiscally possible and considering the unique circumstances at each site, building and District-level administrators will work with ML staff to delegate at the secondary level the annual WIDA assessment to staff proctors other than ML specialists.
- d. Inform ML teachers of the ability to propose discipline-specific collaboration efforts to ensure relevance in ML professional development choices.
- e. Resolve the disposition of these steps and provide notice to the District and BEA leadership of outcomes by December 2023.

8. Audiologist, Teacher for the Deaf, Teacher for the Visually Impaired, Assistive Technology Support Specialist. District and BEA specialist representatives will work together to:

- a. Designate and/or schedule as necessary office space within the district for these specialists to collaborate with colleagues and complete non-direct student service work. The intent is to provide space at the District office upon its completion.
- b. Consider and assess ways to provide consistent building-based tech support to assist specialists in implementing assistive technology solutions.
- c. District Special Education and Educational Technology leadership will meet with these specialists to identify long-term programmatic viability, structure, and resources to support improved student outcomes.
- d. Resolve the disposition of these steps and provide notice to the District and BEA leadership of outcomes by December 2023.
- e. Beginning in 2023-2024 provide Audiologist and Assistive Technology Support Specialist a stipend of four days per revised Appendix C agreement.
- f. Beginning in 2025-2026 provide Audiologist, Teacher for the Deaf, Teacher for the Visually Impaired, and Assistive Technology Support Specialist a stipend of five days per revised Appendix C agreement.

Date: 6/13/25

Signed: 
Lisa Peterson, President
BELLINGHAM EDUCATION ASSOCIATION

Date: 6/17/2025

Signed: 
Greg Baker, Superintendent
BELLINGHAM SCHOOL DISTRICT #501

LETTERS OF AGREEMENT

LETTER OF AGREEMENT between the Bellingham Education Association and the Bellingham School District

2025-2027 Changes

This Letter of Agreement sets forth changes to the 2023-2026 Collective Bargaining Agreement between the Bellingham Education Association (Association) and the Bellingham School District (District) in response to funding shortfalls which are projected to result in significant budget deficits in the 2025-26 and 2026-27 school years. These changes are made to help balance the District's program offerings and the educational needs of students with employee wages, hours, and workload. These agreements include our continuing commitment to monitor, negotiate, and adjust such terms as may be necessary to address changing circumstances.

Amendments to existing language in the current BEA Collective Bargaining Agreement intended by the parties to be ongoing are described below with underlining for new language and ~~striketrough~~ for language which is being deleted. Language in the current collective bargaining agreement that the parties have agreed to temporarily suspend or amend is described below with underlining and ~~striketrough~~ and the words "temporarily suspended" OR "temporarily amended" printed in ALL CAPS in front of it. Such temporarily suspended language shall be reinstated in successor collective bargaining agreements absent any future changes agreed to by the parties.

I. Duration

A. Duration of the Letter of Agreement

This Letter of Agreement is effective upon ratification by both parties and will remain in effect until August 31, 2027, unless otherwise agreed. See Section II.C and Section X below regarding opportunities to review, restore, and reopen this Agreement for future changes. Any mutually-agreed changes to this Letter of Agreement or the Collective Bargaining Agreement will be made in writing.

B. Duration of the Collective Bargaining Agreement

The first sentence of Article XI of the current collective bargaining agreement shall be amended as follows:

This Agreement shall be effective from September 1, 2023, and shall continue in effect until the thirty-first (31st) day of August ~~2026~~ 2027.

II. Changes to Work Year for Three Furlough Days

A. Amendment to Length of Student School Year

Article VIII, Section 10.A of the current collective bargaining agreement is temporarily amended for the 2025-26 and 2026-27 school years as follows:

LETTERS OF AGREEMENT

- A. **TEMPORARILY AMENDED Student Days.** There shall be ~~180~~ 179 student days beginning on the ~~Thursday before~~ Tuesday after Labor Day, unless otherwise decided by the Calendar Committee in Section K below.

B. Amendment to Number of Non-Student Workdays

Article VIII, Section 10.D.1-3 of the current collective bargaining agreement is temporarily amended for the 2025-26 and 2026-27 school years as follows:

- D. **TEMPORARILY AMENDED Non-Student Workdays.** There shall be ~~six~~ four non-student workdays designated on the calendar for collaboration work (defined in Article VIII, Section 10.L), individually determined work (defined in Article VIII, Section 10.M), or professional development (defined in Article VIII, Section 3):

1. Three days immediately preceding the first student day of the school year.
 - a. The first of these three days (the ~~Monday~~ Tuesday immediately preceding the first student day) is for professional development and collaboration.
 - b. On the second and third of these three days (the ~~Tuesday and Wednesday~~ and Thursday immediately preceding the first student day), one-half (0.5) of the time will be utilized for District-directed meetings and/or professional development and one-half (0.5) of the time will be utilized for individual preparation and planning for instruction.
 - c. If a school schedules a “meet and greet” activity in which families are invited to come to school and meet their child’s teacher before the first day of school, such activity will be scheduled during the professional development time described in b. above.
2. ~~Two Fridays, one in October and one in March, for professional development, including opportunities for staff collaboration and application of acquired learning.~~
3. One Friday in September with two purposes: 3.5 hours for professional development and 3.5 hours for individual preparation and planning for instruction.

C. Amendment to PRS for Three Furlough Days

Article VII, Section 1.C of the current collective bargaining agreement is temporarily amended for the 2025-26 and 2026-27 school years as follows:

LETTERS OF AGREEMENT

- C. TEMPORARILY AMENDED PRS Stipend:** For the duration of this agreement, each employee shall be issued a supplemental contract for a professional responsibility stipend (PRS) equal to ~~5.42%~~ 3.78% of the employee's placement on the base schedule for completing the professional responsibilities described in subsection C.1 below; and the technology-related time and responsibilities described in subsection C.2 below; ~~and the additional time described in subsection C.3 below.~~ Steps 0, 1, and 2 of the BA, BA+45, and BA+90 columns on the schedule shall be increased by \$500 as an early-career incentive. Employees shall document completion of the PRS time and responsibilities on a mutually-agreed form once per year no later than June 30.

D. Amendment to Snow Make-Up Days

Article VIII, Section 10.I of the current collective bargaining agreement is temporarily amended for the 2025-26 and 2026-27 school years as follows:

- I. TEMPORARILY AMENDED Snow Make-up.** ~~Two~~ One snow make-up days day will be scheduled within each school year to occur in the spring (~~one in March and one in May~~) and two snow make-up days will be scheduled to occur at the end of the ~~180-day~~ 179-day student school year.
1. The May day will be used first; ~~the March day will be used second;~~ and the days at the end of the school year will be used thereafter. ~~The March snow make-up day will be scheduled on a non-student workday reserved for system professional development, and if this day is used as a school make-up day, employees will work three hours of system professional development scheduled in no less than one hour increments at the building or department level in lieu of the non-student workday.~~ If there are additional snow days, the parties will meet to determine how the days will be made up. If school is closed during first semester, the parties will meet to determine if the break between the semesters will be moved so that both semesters are a full ninety (90) days in length.
 2. ~~In the event the March non-instructional workday becomes a student day due to inclement weather, professional development/ collaboration hours that have already been traded and worked by itinerant staff (nurses, OTs, PTs, school psychologists, and SLPs) in accordance with D.4 above, will apply toward the three (3) hours of system professional development scheduled at the building.~~

E. Amendment to Length of Work Year

Article VII, Section 1.C.3 of the current collective bargaining agreement is temporarily amended for the 2025-26 and 2026-27 school years to read as follows:

3. TEMPORARILY AMENDED Days/Hours

LETTERS OF AGREEMENT

- a. For the duration of this Agreement, the work year calendar shall include ~~six (6)~~ four (4) non-instructional workdays beyond ~~the 180-day~~ a 179-day student school year for system professional development (Article VIII, Section 3), family engagement (Article VIII, Section 1.G) and individual professional purposes. The use of the time on these non-instructional workdays shall be apportioned as described in Article VIII, Section 10. Leaves described in Article VI shall be available for use on these ~~six~~ four (4) additional workdays.
- b. ~~Three of the six (6)~~ The four (4) days in this subsection shall be compensated on the base contract ~~and three (3) days shall be compensated by the PRS stipend.~~

F. Review and Reopener

The temporary modified work year described in this Section II of the Letter of Agreement and its implementation for the 2026-27 school year shall be reviewed by District and Association leaders no later than December 15, 2025, and either party may choose to reopen this section by providing written notice to other party no later than January 15, 2026. If the state reduces salary funding for nonsupervisory certificated employees through furlough days or by otherwise reducing salary or paid work days, the District and Association shall renegotiate the provisions of Sections II and III of this agreement so that employees are not negatively impacted by the combination of state changes, the furlough days described in Section II, and salary adjustments described in Section III.

III. Salary Adjustments for 2025-26 and 2026-27

A. Salary Increase for 2025-26

Salaries for the 2025-26 school year shall be increased as described in the current collective bargaining agreement as amended below:

1. Article VII, Section 1.B.3 shall be amended as follows:
 3. For the 2025-26 school year, each cell on the base and PRS salary schedules will be increased by a percentage equal to the state's inflationary adjustment factor included in the state budget, currently the implicit price deflator (IPD), plus ~~3%~~ 2.0%.
2. For the 2025-26 school year only, a new salary schedule step shall be added to all six educational degree and credit columns on the base and PRS salary schedules. The temporary step shall be calculated as the 2024-25 salary for employees in that column with at least 16 years of experience increased by the inflationary adjustment factor included in the state budget plus 3%. Placement on these temporary salary schedule steps shall occur for those employees who have a sum of 90 in the combination of (a) service credit

LETTERS OF AGREEMENT

years in the TRS Plan 2 or TRS Plan 3 retirement system; and (b) age as of August 31, 2026. (Payment is reflected in their 2025-26 salary.) This salary schedule step will not continue into the 2026-27 school year.

B. Salary Increase for 2026-27

For the 2026-27 school year, in accordance with the conditions described in Section VII.B, each cell on the base and PRS salary schedules will be increased by a percentage equal to the state's inflationary adjustment factor included in the state budget, currently the implicit price deflator (IPD), plus 1%.

C. Flex Time

For the 2025-26 school year, each employee may take up to 13 hours of flex time (prorated by employee FTE) during any individually-directed planning time or non-student time before or after school. Employees shall notify their principal/supervisor when using this flex time.

IV. High School Schedule

The District anticipates funding shortfalls resulting in significant budget deficits will extend into the 2026-27 school year. Consequently, the District will review the eight-period high school schedule with the intent to make a decision whether to continue or amend this schedule for the 2026-27 school year no later than December 15, 2025, or as soon thereafter as possible.

V. Student Behavior and Inclusion

A. New Contract Language

1. Amend the heading of Article V, Section 9 as follows:

Section 9 – Student Discipline and Safety Procedures

2. Add a new second paragraph to Article V, Section 9.A as follows:

- A. It is the intent of the parties to ensure that employees and administrators implement instructional strategies that minimize exclusions of students from educational environments. It is recognized that every employee has the right and responsibility to expect acceptable behavior in the maintenance of a sound learning environment on the part of all students.

The principal and certificated employees of each building shall meet at least annually to develop and review building discipline standards and the enforcement of those standards in accordance with RCW 28A.400.110.

LETTERS OF AGREEMENT

...

3. Add new subsections E, F, and G to Article V, Section 9 to read as follows:

- E. When students transfer into the District, relocate within the District to a new school, or reenter the District following a disciplinary removal, District or building administration will review safety and behavior-related information in student records. When the District has information indicating a student's history suggests a possible safety threat, the District will apprise certificated staff who work directly with the student of this information. History that indicates a possible safety threat includes disciplinary action or behavior intervention plans that address the use of weapons or dangerous devices; assaults; harassment, intimidation and bullying; hate speech; sex-based harassment; physical aggression causing bodily harm to peers or staff; and elopement. The District will provide this information prior to the student's entry into school, or as soon as it becomes available. Employees shall have access to student disciplinary records to the extent allowed by law.
- F. If a student disrupts the classroom environment in a manner that causes significant interference with instruction, school operations or school activities, engages in violent physical or verbal altercations, or creates a hostile environment that interferes with teaching and learning, the assigned administrator or their designee will assist affected staff in an immediate or timely fashion consistent with the circumstances.
- G. When a student is excluded from a classroom, affected employees will be notified of the student's discipline referrals and outcomes. In cases that result in a long-term suspension or expulsion, administrators will seek input from affected staff describing the impact of the student on the learning environment prior to placement meetings or student discipline appeals. Employees will be notified of the outcomes of student discipline appeals.

B. Student Conduct and Inclusion Dialogue

The BEA and District agree to schedule meetings by school level (elementary, middle, and high school) to engage in dialogue during the 2025-26 school year with representatives appointed by the respective parties regarding:

1. the uniform and consistent interpretation and application of District policies concerning student conduct;

LETTERS OF AGREEMENT

2. the uniform and consistent interpretation and application of District policies concerning inclusive practices;
3. calibration of practices related to student conduct and discipline across buildings and levels;
4. calibration of practices related to inclusion across buildings and levels;
5. staff questions concerning the District's policies, practices, and data related to student conduct with the intent to clarify and increase consistency in the application of these policies and practices; and
6. staff questions concerning inclusive practices with the intent to clarify and increase consistency in the application of these policies and practices.

The intent of the parties is to achieve common understanding and consistent application of District policies and practices, and to implement effective supports related to student conduct and inclusion that help staff maintain effective learning environments.

VI. Video Cameras

Amend Article V, Section 10 as follows:

Section 10 – Teacher Discipline

- A. No employee shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee, and, when requested by the employee, to the Association in writing.
- B. At the request of the employee, they shall be provided a reasonable opportunity to have a representative of the Association present at the initiation of disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until the employee has been granted a reasonable time to have such representation present.
- C. The District agrees to follow a policy of progressive discipline that includes in this order: oral warning, written reprimand, suspension without pay, discharge. The progressive discipline process shall be utilized unless the severity of the employee's actions requires deviation from said procedures. Any disciplinary action taken against an employee shall be appropriate to the behavior that precipitates such action.
- D. Nothing contained herein shall apply to the informal, routine interaction between a building administrator and employee.

LETTERS OF AGREEMENT

- E. The provisions of this section shall be applicable solely to "behavior" deficiencies of an employee as distinguished from "techniques" or "subject matter" deficiencies in an employee's classroom performance.

F. Video Cameras and Other Monitoring/Recording Devices

1. Consistent with Article IX, Section III.A, no mechanical, electronic, or digital device shall be permanently or temporarily installed in any classroom to evaluate an employee or to monitor or record the procedures in a classroom without the knowledge and permission of the employee.
2. The District may use security cameras or other recording devices in non-classroom areas including hallways, lunchrooms (commons), outdoor areas, building entrances, parking lots, etc. Security cameras may be placed in other large public spaces which are sometimes used for instructional spaces such as auditoriums, gymnasiums, and libraries provided that such cameras will not be recording during instructional time and only used for emergent safety or security issues.
3. The locations of installed security cameras will be available to any employee in the main office or via request to school administration and/or their supervisor. Each year, the district shall inform employees (along with students and parents) that the district will be using security cameras, monitors and recording equipment on school grounds, district property and district vehicles.

VII. Reviews, Restorations, and Amendments

A. Ongoing Financial Review and Consultation

The District and BEA agree to monitor and discuss the District's financial condition during the course of this Letter of Agreement. The parties shall meet at least quarterly, and more frequently as necessary, for the duration of this Agreement to review projected revenues and expenditures, legislative or electoral developments which have the effect of changing revenues and expenditures, and the status of the District's financial condition. This review will include regular updates on funding factors which affect the District's financial condition including projected and actual student enrollment, the ending fund balance, and significant changes in budgeted expenditures, e.g., unplanned increases or decreases in staffing.

Pursuant to this commitment the parties will meet:

1. Within one month of the conclusion of the 2025 and 2026 sessions of the Washington Legislature to review and confirm changes in projected District general fund revenues and/or expenditures resulting from legislative action.

LETTERS OF AGREEMENT

2. Prior to the development of any District local levy measure to review the proposed impact on revenue, and within one month after a local levy election to review and confirm actual changes in projected District general fund revenues and/or associated expenditures.
3. Within one month after the F-196 has been filed for the 2024-25 and 2025-26 fiscal years to review the status of the District's fund balance and resources that may be available to restore BEA bargaining unit salary and staffing reductions as described below in each respective school year.

B. Contingency for Restorations

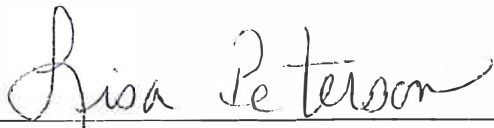
The parties agree to the following conceptual framework to address the restoration of funds in the event of above baseline increases in revenue capacity. If revenue capacity increases in accordance with the criteria set forth below, the District will prioritize the restoration of BEA bargaining unit salary and staffing reductions as described. "Revenue capacity" means revenue which may legally be used to fund the three types of restoration contemplated in this MOU, i.e., restoration of furlough days, salary increases, or staffing restorations.

1. If prior to or during the 2025-26 school year, the District's revenue capacity for the 2025-26 school year increases at least \$500,000 above the baseline identified by the parties in bargaining in March 2025, the parties will meet and negotiate restoration of the three furlough days, some or all of the 1% salary reduction described in Section III.A.1, and/or staffing restorations. Negotiations will recur with each incremental increase in revenue of \$500,000.
2. If prior to or during the 2026-27 school year, the District's revenue capacity for the 2026-27 school year increases at least \$500,000 above the baseline identified by the parties in bargaining in March 2025, the parties will meet and negotiate restoration of some or all of the three possible furlough days, a salary increase of up to 1% above the state's inflationary adjustment factor if some or all of the increase identified in Section III.B has been restored during the 2025-26 school year, and/or staffing restorations. Negotiations will recur with each incremental increase in revenue of \$500,000.
3. In negotiating these adjustments, no less than 56% of the applicable revenue increase will be allocated to restore BEA bargaining unit salary and/or staffing levels as determined by the parties. The remainder of the increase may be spent on increases in staffing and salaries for employees in other bargaining units and restoring District expenditures for maintenance, supplies, and other operating costs.
4. Negotiated increases which restore salary for the 2025-26 school year will result in a corresponding decrease in the amount of the temporary salary schedule step described in Section III.A.2, and a corresponding decrease in

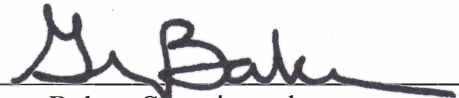
LETTERS OF AGREEMENT

the amount of the 2026-27 salary increase above the state's inflationary adjustment index in Section III.B, subject to the contingencies in paragraph 2 above.

Date: 6/13/25

Signed: 
Lisa Peterson, President
BELLINGHAM EDUCATION ASSOCIATION

Date: 6/17/2025

Signed: 
Greg Baker, Superintendent
BELLINGHAM SCHOOL DISTRICT #501

BELLINGHAM PUBLIC SCHOOLS

CERTIFICATED INSTRUCTIONAL STAFF

BASE AND PROFESSIONAL RESONSIBILITY STIPEND (PRS)

BELLINGHAM EDUCATION ASSOCIATION (BEA)

2025-26

Years of Service	BA		BA+45		BA+90		MA		MA+45		MA+90	
0	\$72,327		\$75,222		\$78,188		\$80,796		\$84,028		\$87,388	
	BASE \$69,211	PRS \$3,116	BASE \$72,000	PRS \$3,222	BASE \$74,858	PRS \$3,330	BASE \$77,853	PRS \$2,943	BASE \$80,967	PRS \$3,061	BASE \$84,205	PRS \$3,183
1	\$74,124		\$77,068		\$81,208		\$82,815		\$86,127		\$89,571	
	BASE \$70,942	PRS \$3,182	BASE \$73,779	PRS \$3,289	BASE \$77,768	PRS \$3,440	BASE \$79,799	PRS \$3,016	BASE \$82,990	PRS \$3,137	BASE \$86,309	PRS \$3,262
2	\$75,965		\$78,983		\$82,121		\$84,886		\$88,280		\$91,811	
	BASE \$72,716	PRS \$3,249	BASE \$75,624	PRS \$3,359	BASE \$78,648	PRS \$3,473	BASE \$81,794	PRS \$3,092	BASE \$85,065	PRS \$3,215	BASE \$88,467	PRS \$3,344
3	\$77,350		\$80,444		\$83,661		\$87,008		\$90,487		\$94,106	
	BASE \$74,533	PRS \$2,817	BASE \$77,514	PRS \$2,930	BASE \$80,614	PRS \$3,047	BASE \$83,839	PRS \$3,169	BASE \$87,191	PRS \$3,296	BASE \$90,678	PRS \$3,428
4	\$79,285		\$82,455		\$85,752		\$89,182		\$92,749		\$96,458	
	BASE \$76,397	PRS \$2,888	BASE \$79,452	PRS \$3,003	BASE \$82,629	PRS \$3,123	BASE \$85,934	PRS \$3,248	BASE \$89,371	PRS \$3,378	BASE \$92,945	PRS \$3,513
5	\$81,267		\$84,516		\$87,895		\$91,413		\$95,068		\$98,870	
	BASE \$78,307	PRS \$2,960	BASE \$81,438	PRS \$3,078	BASE \$84,694	PRS \$3,201	BASE \$88,083	PRS \$3,330	BASE \$91,605	PRS \$3,463	BASE \$95,269	PRS \$3,601
6	\$83,298		\$86,630		\$90,092		\$93,697		\$97,445		\$101,342	
	BASE \$80,264	PRS \$3,034	BASE \$83,475	PRS \$3,155	BASE \$86,811	PRS \$3,281	BASE \$90,284	PRS \$3,413	BASE \$93,896	PRS \$3,549	BASE \$97,651	PRS \$3,691
7	\$85,380		\$88,796		\$92,346		\$96,040		\$99,881		\$103,877	
	BASE \$82,270	PRS \$3,110	BASE \$85,562	PRS \$3,234	BASE \$88,982	PRS \$3,364	BASE \$92,542	PRS \$3,498	BASE \$96,243	PRS \$3,638	BASE \$100,093	PRS \$3,784
8	\$87,515		\$91,016		\$94,654		\$98,441		\$102,377		\$106,472	
	BASE \$84,327	PRS \$3,188	BASE \$87,701	PRS \$3,315	BASE \$91,206	PRS \$3,448	BASE \$94,855	PRS \$3,586	BASE \$98,648	PRS \$3,729	BASE \$102,594	PRS \$3,878
9	\$89,702		\$93,293		\$97,020		\$100,901		\$104,938		\$109,134	
	BASE \$86,435	PRS \$3,267	BASE \$89,895	PRS \$3,398	BASE \$93,486	PRS \$3,534	BASE \$97,226	PRS \$3,675	BASE \$101,116	PRS \$3,822	BASE \$105,159	PRS \$3,975
10	\$92,393		\$96,091		\$99,931		\$103,928		\$108,085		\$112,408	
	BASE \$89,028	PRS \$3,365	BASE \$92,591	PRS \$3,500	BASE \$96,291	PRS \$3,640	BASE \$100,143	PRS \$3,785	BASE \$104,148	PRS \$3,937	BASE \$108,314	PRS \$4,094
11			\$98,973		\$102,927		\$107,046		\$111,328		\$115,781	
			BASE \$95,368	PRS \$3,605	BASE \$99,178	PRS \$3,749	BASE \$103,147	PRS \$3,899	BASE \$107,273	PRS \$4,055	BASE \$111,564	PRS \$4,217
12			\$101,941		\$106,015		\$110,259		\$114,668		\$119,255	
			BASE \$98,228	PRS \$3,713	BASE \$102,154	PRS \$3,861	BASE \$106,243	PRS \$4,016	BASE \$110,491	PRS \$4,177	BASE \$114,911	PRS \$4,344
13					\$109,196		\$113,566		\$118,108		\$122,832	
					BASE \$105,219	PRS \$3,977	BASE \$109,430	PRS \$4,136	BASE \$113,806	PRS \$4,302	BASE \$118,358	PRS \$4,474
14					\$113,018		\$117,541		\$122,242		\$127,131	
					BASE \$108,902	PRS \$4,116	BASE \$113,260	PRS \$4,281	BASE \$117,790	PRS \$4,452	BASE \$122,500	PRS \$4,631
15					\$117,539		\$122,242		\$127,133		\$133,488	
					BASE \$113,258	PRS \$4,281	BASE \$117,790	PRS \$4,452	BASE \$122,502	PRS \$4,631	BASE \$128,626	PRS \$4,862
More Than 15											\$142,433	
											BASE \$137,245	PRS \$5,188
Step 17	\$93,277		\$102,917		\$118,663		\$123,412		\$128,349		\$143,795	
	BASE \$89,880	PRS \$3,397	BASE \$99,168	PRS \$3,749	BASE \$114,341	PRS \$4,322	BASE \$118,917	PRS \$4,495	BASE \$123,674	PRS \$4,675	BASE \$138,558	PRS \$5,237

Certificated Substitute Teachers:

Half Day: \$93.79

Full Day: \$187.58

INDIVIDUAL STAFF DEVELOPMENT FORM

At the beginning of each year, employees and their building or program administrator will identify the employee's professional goals. Participation in staff development opportunities identified by the employee that serve to enhance these goals, or similarly pertinent course work, will be subject to prior written approval of the building or program administrator. These activities can be conducted individually, or as a group as outlined in provision 2 below. Individual Staff Development (ISD) funding is available to all employees who are issued a contract for more than 59 days or a contract for more than 0.390 FTE, except for job share participants who are allocated ISD funding as defined in Article VIII, Section 9, Job Sharing.

1. Employees will have their choice of the following options for individual staff development:

- a. Employees will have access to one and one-half (1.5) substitute days paid for release time to participate in approved job-embedded staff development activities such as classroom visitations, collaborative/team planning, conferencing for reflective dialogue coaching meetings with teacher leaders/peer coaches, or attendance at approved off-site professional development conferences or workshops.
- b. Employees will have access to six (6.0) hours (to be documented on time summary) at curriculum rate for additional time beyond the paid work day/year for participation in approved job-embedded staff development activities such as group/collaborative planning time, conferencing for reflective dialogue with teacher leaders/peer coaches, or to attend approved in-service.
- c. Employees will be reimbursed up to a total of one hundred ninety-two dollars (\$192.00) per year to defray the costs of registration, consultant fees, mileage, lodging, workshop-required material, and meal expenses incurred through attendance at approved staff development activities and/or college tuition so long as the courses maintain or improve skills required in the employee's current position or meet express District or legal requirements for retention of the employee's current position. College tuition can include courses required for Washington State professional certification and costs of registration can include application fees required for the national certification process. These funds may also be used to purchase professional development materials such as books, memberships to educational professional organizations, such as the Association for Supervision and Curriculum Development, and subscriptions to pertinent educational professional publications. There are no substitute expenses included in this option.

2. Combining Individual Staff Development Funds for Collaborative/Group Projects:

Employees working on group/collaborative projects, at their option, may combine their available individual staff development resources outlined above, or portion thereof, to fund mutually beneficial professional development group activities described above. As per the procedure above, proposals to combine individual staff development resources, a-c above, must serve to enhance a group's professional goal, must be made in writing, signed by participating employees, and subject to prior approval by the building administrator or program supervisor.

3. Employees may use up to two years of Individual Staff Development reimbursement allocations, for pre-approved professional development expenses in the following ways:

- Registration and fees associated with acquisition or renewal of National Board Certification
- Registration, tuition, and fees associated with acquisition of professional level certificate
- Registration and travel expenses associated with attendance at a national or regional professional conference

Pre-approval must be requested and obtained in writing. All procedures and requests for reimbursement must adhere to criteria in the Collective Bargaining Agreement and administrative policy and procedures for travel, lodging, and meal reimbursements.

- A. My choice for individual staff development is option _____ above. (*Choose a, b or c.*)
- B. I will be conducting this (*check one*): _____ individually; or _____ as a collaborative group (*attach plan and list of participants as outlined in #2 above*)
- C. _____ I intend to use the "carry over" provision as described in number 3 above.

Employee (signature)

Print Name

Date

Administrator (signature)

Print Name

Date

EXTRACURRICULAR SALARY SCHEDULE

Each activity listed has been evaluated according to the recommendations of the Extracurricular Task Group approved by the BEA and District administration. The points assigned to each activity were derived from an analysis of the criteria by this group.

Extracurricular salary schedule point values and all stipends in this Appendix are adjusted each school year of the contract. The percentage increase shall be the state's inflationary index funded in the state appropriations act for school district salary funding formulas.

I. Extracurricular Salary Schedule – High School

A. Criteria and Points Allocated

1. Contact Time

- a. Hours when advisor/director is in direct contact with students on a regular basis such as:
 - i. practice time
 - ii. dressing time
 - iii. performance time
 - iv. travel time
 - v. evening and weekend commitments/competition
 - vi. meetings
- b. This category does not include hours within the normal teaching day. The normal teaching day is assumed to encompass one-half (1/2) hour before and one-half (1/2) hour after the regularly scheduled teaching day for students.
- c. Contact time is rated on the following scale:

<u>Hours</u>	<u>Points</u>
300 or more	7
251 – 299	6
201 – 250	5
151 – 200	4
101 – 150	3
51 – 100	2
Less than 50	1

2. Preparation Time

- a. This category includes:
 - i. Budget planning time
 - ii. Pre/post activity planning and preparation time
- b. This category is rated on the following scale:

Exceptional	– 4
High	– 3
Average	– 2
Low	– 1

3. Number of Participants

- a. This category reflects the number of students participating at the end of the previous year.
- b. This category is rated on the following scale:

75 or more	– 5
50 - 74	– 4
25 - 49	– 3
10 - 24	– 2
Less than 9	– 1

4. Equipment, Uniforms, and Facilities

- a. This category includes facility preparation. Inventory, inspection, ordering, maintenance, and cleaning of uniforms and equipment are additional responsibilities within this category.
- b. The rating scale for equipment, uniforms, and facilities is:

Exceptional	– 4
High	– 3
Average	– 2
Low	– 1
Not Applicable	– 0

5. External Pressure

- a. Public relations factors included in this category are:
 - i. Degree of public exposure
 - ii. Public expectations

- iii. Media coverage imposed by the press
- iv. Crowd size

b. The rating scale for this category is:

High	– 3
Average	– 2
Low	– 1

6. Extended Trips, Evening and Weekend Performances

a. This category includes time and responsibility considerations outside the normal school day such as: supervision, rehearsals, directing and conducting performances.

b. Responsibilities for this category are rated as follows:

Exceptional	– 4
High	– 3
Average	– 2
Low	– 1

7. Program Coordination

a. All advisors/directors will be awarded one point for program coordination, which includes responsibilities such as:

- i. Goal setting
- ii. Establishing routines, rules, and procedures
- iii. Scheduling events/contests
- iv. Transportation and lodging coordination

b. An additional point will be added for each group within an activity that the advisor/director must coordinate/direct at one time up to three (3) groups.

c. The rating scale for Program Coordination is:

Responsible for three (3) or more groups	– 3
Responsible for two (2) groups	– 2
Responsible for one (1) group	– 1

B. When athletic teams participate at regional and state competitions and the Band (Pep Band) attends and performs at the competition(s), post season pay will be awarded to the Band Director at two (2) levels beyond the regular season as follows:

- 1. District/regional play – \$160
- 2. State competition – \$160

Eligibility for the post season stipend is limited to one (1) District/regional stipend and one (1) State stipend for fall sports and one (1) District/regional stipend and one (1) State stipend for winter sports, e.g., if both girls' and boys' basketball teams go to District/regionals and the Band performs at District/regionals for both teams, the Director is eligible for one (1) District/regional stipend, not two (2). Also, if both the girls' and boys' basketball teams go to State tournament and the Band performs at the State level competition for both teams, the Director is eligible for one (1) State competition stipend, not two (2). If only one (1) of the two (2) teams attend regionals and/or State, the Director is still eligible for one (1) stipend per level. The Band Director position is allotted post-season pay because of the unique additional time requirements placed upon the Director when athletic teams progress to/through the playoffs.

EXTRACURRICULAR SALARY SCHEDULE -- HIGH SCHOOL

POINT VALUE: \$241.67

Activity	Time Factors		Responsibility Factors					Total	Stipend
	CT	PT	#P	EU	F	TEW	PC		
Band*	7	4	5	4	3	4	3	30	\$7,252
Choir	5	3	5	3	2	4	3	25	\$6,043
Orchestra	5	3	5	3	2	3	3	24	\$5,802
Yearbook**	7	4	3	4	3	3	3	27+3=30	\$7,252
Activities/ Athletics Coord.***	7	4	5	4	3	4	3	30+19+7=56	\$13,536

* If the Band (Pep Band) attends post season play activities, the Director will be eligible for post season pay as outlined in I.B. of this section.

** Due to the unique program coordination requirements of yearbook, the position will be awarded three (3) additional points.

*** Due to the unique time and program coordination requirements of the Activities/Athletics Coordinator, the position will be awarded Nineteen (19) additional points for contact time and seven (7) additional points for program coordination.

II. Non-Athletic Abbreviated Salary Schedules – High School and Middle School

Three Non-Athletic ECA Abbreviated Salary Schedules are needed. One is for high school club-oriented programs, the second is for middle school programs, and third, honorariums for approved middle school advisor positions which do not fit the categories on the ECA salary schedules.

Non-Athletic ECA Abbreviated Salary Schedules include the following categories:

A. Criteria and Points Allocated for Non-Athletic Abbreviated Schedule**1. Contact Time**

- a. Hours when advisor/director is in direct contact with students on a regular basis such as:
 - i. practice time
 - ii. dressing time
 - iii. performance time
 - iv. travel time
 - v. evening and weekend commitments/competition
 - vi. meetings
- b. This category does not include hours within the normal teaching day. The normal teaching day is assumed to encompass one-half (1/2) hour before and one-half (1/2) hour after the regularly scheduled teaching day for students.
- c. Contact time is rated on the following scale:

<u>Hours</u>	<u>Points</u>
300 or more	7
251 – 299	6
201 – 250	5
151 – 200	4
101 – 150	3
51 – 100	2
Less than 50	1

2. Program Coordination and Preparation Time

- a. This category includes preparation time and program coordination responsibilities outside the normal teaching day, which is assumed to encompass one-half (1/2) hour before and one-half (1/2) hour after the regularly scheduled teaching day for students. Point value totals for activities which are offered as a class during the teaching day will naturally be lower than activities which take place totally outside the contracted workday.
- b. This category includes the following considerations:
 - i. Budget planning time
 - ii. Pre/post activity planning and preparation time
 - iii. Goal setting
 - iv. Establishing routines, rules, and procedures
 - v. Scheduling events/contests
 - vi. Transportation and lodging coordination

- c. This category is rated on the following scale:

High	– 3
Average	– 2
Low	– 1

3. Number of Participants

- a. This category represents the total number of student participants at the end of the previous year for middle school programs.
- b. This represents the total number of participants at the end of the previous year up to forty-nine (49) students for club-oriented programs.
- c. This category is rated on the following scale:

75 or more	– 5
50 - 74	– 4
25 - 49	– 3 (limit for clubs)
10 - 24	– 2
Less than 9	– 1

NON-ATHLETIC ECA ABBREVIATED SALARY SCHEDULE

High School Club-Oriented Programs

POINT VALUE: \$227.37

ACTIVITY	Time and Responsibility Factors				STIPEND
	CT	PT/PC*	#P	TOTAL	
Class Advisor *	2	2	3	7	\$1,694
Peer Mediation	1	2	2	5	\$1,212
Communications & Publication	3	2	2	7	\$1,693

* Add one additional point for Senior Class Advisor

Note 1: If one club advisor position is authorized per school, the position may be split, allowing two staff members to share responsibilities and receive one-half stipend each.

Note 2: Upon administrative approval, a school may be authorized to have two club advisors for a given club. In such cases, both staff members would receive the full stipend.

Note 3: If a program is not run in a building, the stipend will not be given. If a class period is given for the activities listed above, the stipend will be reduced to one-third (1/3) of the total stipend.

Note 4: Career and Technical Student Organization (CTSO) stipend amounts will be evaluated on an annual basis using the rubric for time and responsibility factors above. Such evaluation shall be reviewed and approved by the District and Association no later than September 30 each year.

NON-ATHLETIC ECA ABBREVIATED SALARY SCHEDULE

Middle School Programs

POINT VALUE: \$241.67

ACTIVITY	Time and Responsibility Factors			TOTAL	STIPEND
	CT	PT/PC	#P		
Band	1	2	5	8	\$1,935
Chorus	1	1	3	5	\$1,212
Orchestra	1	1	5	7	\$1,694

Note 1: Career and Technical Student Organization (CTSO) stipend amounts will be evaluated on an annual basis using the rubric for time and responsibility factors above. Such evaluation shall be reviewed and approved by the District and Association no later than September 30 each year.

NON-ATHLETIC ECA ABBREVIATED SALARY SCHEDULE

Elementary School Programs

POINT VALUE: \$241.67

ACTIVITY	Time and Responsibility Factors		TOTAL	STIPEND
	CT – PT/PC	#P		
Elementary Strings	1	5	6	\$1,452

III. COORDINATORS, FACILITATORS, REPRESENTATIVES, ETC., SALARY SCHEDULE

Position	Stipend
• Middle School Coordinators	\$3,531
• High School Department Chairpersons	
— Small Department (2-3 certificated staff)	\$3,250
— Medium Department (4-5 certificated staff)	\$3,720
— Large Department (6+ certificated staff)	\$4,061
Special Education Department Representatives/Leadership	
— Psychologist Representative	\$3,250*
— OT/PT Representative	\$3,250*
— SLP Representative	\$3,250*
• Other	
— Curriculum Rate	\$40.57 per hour
— New Teacher Orientation	\$40.57 per hour
— Saturday School	\$40.57 per hour
— High School Special Education Dept. Chairpersons	3 additional days @ per diem rate **
— High School Librarian	3 additional days @ per diem rate
— Middle School Librarian	2 additional days @ per diem rate beginning in the 2024-25 school year
— Elementary School Librarian	2 additional days @ per diem rate beginning in the 2024-25 school year
— Special Education Teachers	4 additional days @ per diem rate in the 2023-24 and 2024-25 school years 5 additional days @ per diem rate beginning in the 2025-26 school year
— Audiologists	4 additional days @ per diem rate in the 2023-24 and 2024-25 school years 5 additional days @ per diem rate beginning in the 2025-26 school year
— Assistive Technology Support Specialist	4 additional days @ per diem rate in the 2023-24 and 2024-25 school years 5 additional days @ per diem rate beginning in the 2025-26 school year

— Speech Language Pathologists	5 additional days @ per diem rate
— Occupational/Physical Therapists	5 additional days @ per diem rate
— Nurses	5 additional days @ per diem rate
— Psychologists	5 additional days @ per diem rate
— Middle School Counselors	5 additional days @ per diem rate
— Elementary Support Specialists	5 additional days @ per diem rate
— High School Counselors	8 additional days @ per diem rate
— Multilingual Learner Teachers	2 additional days @ per diem rate for family engagement responsibilities
— Principal Designee	\$898
— Mentor	\$898 (one-to-one) \$1,197 (one-to-two +)
— Mentee	\$450
— Building Connect	\$384 at each school at which there is a new employee with a second \$384 stipend added at each building with more than 8 new employees
— Represented Substitute	Half day (3.75 hrs. or less): \$93.79 Full day (Over 3.75 hrs): \$187.58
— Extended Day	Per diem
— Extended School Year	Per diem
— Summer School (BSD contracted staff)	Per diem
— Summer School (non-BSD contracted staff)	Curriculum rate
— Elementary Mountain School***	\$513
— Equity, Diversity, and Inclusion Specialist	.167 FTE release time

- National Board Stipend:

Employees who achieve National Board for Professional Teaching Standards Certification shall receive the stipend as authorized and funded by the state. The stipend will be paid through a supplemental contract annually.

- For as long as the State of Washington offers an annual bonus for NBPTS certification, the district will offer a \$1,158 stipend to Educational Support Associates covered by this bargaining agreement who attain national certification from the following national boards:
 - Nationally Certified School Psychologists (NCSP)/ National Association of School Psychologists (NASP)
 - Certificate of Clinical Competence in Speech-Language Pathology (CCC-SLP) / American Speech Hearing Association (ASHA)
 - Occupational Therapist Registered (OTR) / The National Board for Certification in Occupational Therapy (NBCOT)
 - Physical Therapists: passage of the National Physical Therapist Examination (NPTE) will be accepted in lieu of national certification.
 - National Board Certified School Nurses (NBCSN)/ The National Board for Certification of School Nurses (NBCSN)

This stipend shall be paid at the same time as the National Board stipend is paid to classroom teachers. This stipend shall increase to \$2,000 in the 2024-25 school year and \$2,500 in the 2025-26 school year.

Each specialist and itinerant staff member (nurses, OTs, PTs, school psychologists, and SLPs) shall be reimbursed up to \$300 for costs associated with required licensure and/or national certifications. Such staff members may also roll over their individual staff development dollars (ISD) to a third year to afford more expensive discipline-specific professional development.

- * The stipend is predicated on no release time. The stipend will be reduced proportionately if release time is granted.
- ** Must be pre-approved by building principal based on the need to help schedule new special education students. Paid on time summary.
- *** No staff member will be required to attend

Bellingham Public Schools

OBSERVATION AND EVALUATION CRITERIA AND PERFORMANCE INDICATORS
Certificated Teacher**CRITERION I. INSTRUCTIONAL SKILLS — *The teacher demonstrates, in his or her performance, a competent level of knowledge and skill in designing and conducting an instructional experience.***

Possible indicators for discussion and assessment:

- 1.1 Writes and teaches to clear objectives and plans both short-term and long-term instructional experiences appropriate for the level and curriculum.
- 1.2 Effectively utilizes principles of learning in helping students achieve objectives.
- 1.3 Provides an appropriate variety of instructional experiences.
- 1.4 Uses instructional strategies appropriate to pupils, subject matter, and desired goals.
- 1.5 Monitors ongoing student performance to adjust lessons and to plan future learning.
- 1.6 Uses District goals, student learning objectives, and guides effectively.
- 1.7 Demonstrates creativity in the teaching process.

CRITERION II. CLASSROOM MANAGEMENT AND ORGANIZATION — *The teacher demonstrates, in his or her performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.*

Possible indicators for discussion and assessment:

- 2.1 Provides a classroom climate conducive to learning.
- 2.2 Provides a model in demeanor and appearance that does not detract from teaching effectiveness.
- 2.3 Assesses individual differences, provides appropriate student grouping, and uses appropriate instructional resources to meet individual needs.
- 2.4 Involves students in planning and evaluating their own work where appropriate.

CRITERION III. STUDENT DISCIPLINE AND ATTENDANT PROBLEMS — *The teacher demonstrates the ability to manage the non-instructional human dynamics in the educational setting.*

Possible indicators for discussion and assessment:

- 3.1 Communicates clearly established parameters for appropriate student behavior.
- 3.2 Recognizes conditions which may lead to discipline problems and takes appropriate action.
- 3.3 Assists students toward self-discipline.
- 3.4 Responds reasonably to discipline problems in accordance with administrative regulations, school board policy, and existing law.
- 3.5 Effectively utilizes the assistance of administrators and/or support personnel as needed with real or potential discipline problems.

CRITERION IV. KNOWLEDGE OF SUBJECT MATTER — *The teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matters specialization(s) appropriate to the elementary and/or secondary level(s).*

Possible indicators for discussion and assessment:

- 4.1 Gives evidence of subject competency in area(s) to be taught.
- 4.2 Recognizes the relationship between one's subject matter field and other disciplines or subjects.
- 4.3 Keeps abreast of new developments in the subject matter area.

CRITERION V. INTEREST IN TEACHING PUPILS — *The teacher demonstrates an understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics. The teacher demonstrates enthusiasm for or enjoyment in working with pupils.*

Possible indicators for discussion and assessment:

- 5.1 Demonstrates an understanding of each pupil, taking into account unique individual backgrounds and characteristics when planning educational experiences.
- 5.2 Demonstrates enthusiasm for and enjoys working with students.
- 5.3 Provides for prompt, meaningful communication among parents, students, and teachers.

CRITERION VI. PROFESSIONAL PREPARATION AND SCHOLARSHIP — *The teacher exhibits, in his or her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching and a commitment to education as a profession.*

Possible indicators for discussion and assessment:

- 6.1 Keeps abreast of current and effective emerging principles and methods of teaching and incorporates those promoting student and personal growth.
- 6.2 Contributes to school and professional activities.
- 6.3 Maintains professional rapport with colleagues, parents, and community.

CRITERION VII. EFFORT TOWARD IMPROVEMENT WHEN NEEDED — *The teacher demonstrates an awareness of his or her limitations and strengths and demonstrates continued professional growth.*

Possible indicators for discussion and assessment:

- 7.1 Participates in career development and professional improvement activities and applies skills gained to the teaching act.
- 7.2 Utilizes self-evaluation as a tool for professional growth.
- 7.3 Responds constructively to recommendations included in personnel evaluations.

CRITERION VIII. ASSUMES RESPONSIBILITY FOR DISTRICT, BUILDING, AND CLASSROOM OBLIGATIONS

Possible indicators for discussion and assessment:

- 8.1 Assumes responsibility for prescribed workday tasks (arrival and departure times, assigned duties, substitute planning, etc.).

Bellingham Public Schools

OBSERVATION AND EVALUATION CRITERIA AND PERFORMANCE INDICATORS
Certificated Support Personnel

CRITERION I. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD — *Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in special field. He/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.*

Possible indicators for discussion and assessment:

- 1.1 Provides a theoretical rationale for use of various procedures.
- 1.2 Demonstrates an understanding of the basic principles of human growth and development.
- 1.3 Makes appropriate referrals.
- 1.4 Applies knowledge from the individual's specific discipline to program development.

CRITERION II. SPECIALIZED SKILLS — *Each support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation.*

Possible indicators for discussion and assessment:

- 2.1 Provides and conducts a specialized program within the individual's discipline.
- 2.2 Makes effective use of formal and informal information-gathering procedures.
- 2.3 Helps students understand data.
- 2.4 Interprets data appropriately and accurately to others involved with the students.
- 2.5 Effectively contributes in staffings.
- 2.6 Administers or supervises those who will administer assessment procedures.
- 2.7 Assists teachers and administrators to integrate specialized information into the regular curricular program.
- 2.8 Uses District goals and objectives when planning program goals, objectives, and services.

CRITERION III. 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 program.

Possible indicators for discussion and assessment:

- 3.1 Selects or recommends appropriate testing and non-testing materials.
- 3.2 Uses appropriate devices, materials, and procedures in specialized programs.
- 3.3 Provides privacy and protects students and family information.
- 3.4 Provides a model in demeanor and appearance that does not detract from teaching effectiveness.

CRITERION IV. THE SUPPORT PERSON AS A PROFESSIONAL — *Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.*

Possible indicators for discussion and assessment:

- 4.1 Demonstrates awareness of law as it relates to area of specialization.
- 4.2 Demonstrates awareness of responsibilities to students, parents, and other educational personnel.
- 4.3 Attends local, District, and state meetings.
- 4.4 Improves competency through participation in workshops, college classes, and contributions to professional planning.
- 4.5 Utilizes self-evaluation as a tool for professional growth.
- 4.6 Responds constructively to recommendations included in personnel evaluation.

CRITERION V. INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL — *Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.*

Possible indicators for discussion and assessment:

- 5.1 Acts as an effective consultant with other personnel involved with those needing specialized programs.
- 5.2 Interprets characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communications.
- 5.3 Contributes to the planning and implementation of appropriate support programs.
- 5.4 Maintains professional rapport with colleagues, parents, and community.
- 5.5 Assumes responsibility for prescribed workday tasks as described in job description or programmatic directives.

BELLINGHAM PUBLIC SCHOOLS

2025-26 BEA SCHOOL YEAR CALENDAR

2025					2026				
MON	TUE	WED	THUR	FRI	MON	TUE	WED	THUR	FRI
JULY					JANUARY				
	1	2	3	4			1	2	
7	8	9	10	11	5	6	7	8	9
14	15	16	17	18	12	13	14	15	16
21	22	23	24	25	19	20	21	22	23
28	29	30	31		26	27	28	29	30
AUGUST					FEBRUARY				
				1	2	3	4	5	6
4	5	6	7	8	9	10	11	12	13
11	12	13	14	15	16	17	18	19	20
18	19	20	21	22	23	24	25	26	27
25	26	27	28	29					
SEPTEMBER					MARCH				
1	2	3	4	5	2	3	4	5	6
8	9	10	11	12	9	10	11	12	13
15	16	17	18	19	16	17	18	19	20
22	23	24	25	26	23	24	25	26	27
29	30				30	31			
OCTOBER					APRIL				
	1	2	3			1	2	3	
6	7	8	9	10	6	7	8	9	10
13	14	15	16	17	13	14	15	16	17
20	21	22	23	24	20	21	22	23	24
27	28	29	30	31	27	28	29	30	
NOVEMBER					MAY				
3	4	5	6	7					1
10	11	12	13	14	4	5	6	7	8
17	18	19	20	21	11	12	13	14	15
24	25	26	27	28	18	19	20	21	22
					25	26	27	28	29
DECEMBER					JUNE				
1	2	3	4	5	1	2	3	4	5
8	9	10	11	12	8	9	10	11	12
15	16	17	18	19	15	16	17	18	19
22	23	24	25	26	22	23	24	25	26
29	30	31			29	30			

	First Day /Last Day for Students
	No School/Holiday
	Non-Student Workday
	Elementary Early Dismissal
	All Schools Early Dismissal
	No School/Semester Break
	Snow Day

Elementary Early Dismissal
(ES 12:20 pm)

Sept 4, 11, 18, 25
Oct 2, 9, 16, 23, 30
Nov 6, 13, 20
Dec 4, 11, 18
Jan 8, 15, 29
Feb 5, 12, 19, 26
March 5, 12, 19, 26
April 2, 16, 23, 30
May 7, 14, 21, 28
June 4, 11

MS and HS Early Dismissal
(MS 1:15 pm; HS 2:00 pm)

Sept 11, 18
Oct 9, 16
Nov 13
Dec 11
Jan 15
Feb 12, 19
March 12, 19
April 16, 23
May 14, 21

All Levels Early Dismissal for Staff and Students
(ES 12:20 pm; MS 1:15 pm; HS 2:00 pm)

Nov 26 trade time
June 12 trade time

Non-Student Workdays

Aug 26 Professional development and collaboration
Aug 27 .5 District-directed meetings and/or professional development; .5 Individual preparation and planning for instruction
Aug 28 .5 District-directed meetings and/or professional development; .5 Individual preparation and planning for instruction
Sept 19 3.5 hrs Professional development; 3.5 hrs individual preparation and planning for instruction

Other Important Dates

Sept 1 Labor Day
Sept 2 First Day of School
Sept. 4 First Day of School (Kindergarten and Promise K)
Nov 11 Veterans Day
Nov 27-28 Thanksgiving Break
Dec 22-Jan 2 Winter Break
Jan 19 Martin Luther King Jr. Day
Jan 22 Treaty Day
Jan 28 Semester Break
Feb 16 Presidents' Day
April 6-10 Spring Break
May 15 Snow Day/Snow Make-up Day
May 25 Memorial Day
June 12 Projected Last Day of School
June 15-16 Potential Snow Make-up Days
June 19 Juneteenth

See day-by-day breakdown schedule for specific allocation of building-directed, cross-district and teacher-directed time.

Bellingham School District
Bellingham Education Association

WAIVER OF LOCAL CONTRACT PROVISION REQUEST FORM

Building/Program _____ **Date of Request** _____

Please Check One:

☐ **Initial Request**

☐ **Renewal**

Portions(s) of the contract to be waived (*Article, Section*):

Describe the intent of the proposed contract waiver:

(Attach additional information if necessary): _____

Total certificated employees in the building/program _____

Total number of employees voting _____

Number of employees voting in favor of waiver _____ %

Number of employees voting against waiver _____ %

What procedure did the staff use to vote on the waiver (*secret ballot, show of hands, etc.*):

What was the nature of the dissenting opinion(s), if any? _____

**How many employees were directly involved in developing the contract waiver proposal?
What was the nature of that involvement?**

How will the interests of the employees under the current contract be protected when the language has been waived? _____

Building Administrator: _____ Date _____

BEA Building Representative: _____ Date _____

Site Council Chair *(optional)*: _____ Date _____

MEMORANDUM OF UNDERSTANDING
Between the Bellingham Education Association
and Bellingham School District

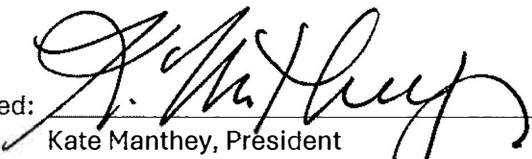
Elementary Early Dismissal the First Thursday of the School Year

The District and Association agree to the following amendment to the 2025-2027 Collective Bargaining Agreement:

Amend Article VIII, Section 10, E. as follows:

- E. Elementary Early Dismissal.** Students shall be dismissed two hours and ten minutes early at each elementary school on each Thursday in the school year (~~except the first Thursday of the school year~~).
1. One hundred and five minutes of this time on each early dismissal day and an additional fifty-five minutes on one Thursday per month is for planning pursuant to Article VIII, Section 1.B.1.
 2. Fifty-five minutes on one Thursday per month (excluding June) is for building-based professional development as defined in Article VIII, Section 3.
 3. Fifty-five minutes on the remaining early dismissal Thursdays is for collaboration work as defined in Article VIII, Section 10.L.
 4. The scheduling of early-release Thursdays shall be designated by the calendar committee on the calendar exhibits in Appendix F.

Date: 8/12/25

Signed: 
Kate Manthey, President
BELLINGHAM EDUCATION ASSOCIATION

Date: 8/13/2025

Signed: 
Greg Baker, Superintendent
BELLINGHAM SCHOOL DISTRICT #501

LETTER OF AGREEMENT
between the Bellingham Education Association
and the Bellingham School District

2026-27 Changes

This Letter of Agreement sets forth changes to the 2025-2027 Collective Bargaining Agreement between the Bellingham Education Association (Association) and the Bellingham School District (District) in response to funding shortfalls which are projected to result in significant budget deficits in the 2026-27 school years. These changes are made to help balance the District's program offerings and the educational needs of students with employee wages, hours, and workload. These agreements include our continuing commitment to monitor, negotiate, and adjust such terms as may be necessary to address changing circumstances.

Amendments to existing language in the current BEA Collective Bargaining Agreement are described below with underlining for new language and strikethrough for language to be deleted.

Part I – Early Release Thursdays

Article VIII, Section 10.E-G shall be amended as follows:

- E. Elementary Early Dismissal.** Students shall be dismissed two hours and ten minutes early at each elementary school on each Thursday in the school year ~~(except the first Thursday of the school year)~~ (creating a block of two (2) hours and forty (40) minutes within the regularly-scheduled on-site work day).
1. ~~One hundred and five minutes of this time on each early dismissal day and an additional fifty-five minutes on one Thursday per month is for planning pursuant to Article VIII, Section 1.B.1~~ Fifty-five (55) minutes of this time on ten (10) Thursdays is for building-based professional development as defined in Article VIII, Section 3.
 2. ~~Fifty-five minutes on one Thursday per month (excluding June) is for building-based professional development as defined in Article VIII, Section 3~~ Fifty-five (55) minutes of this time on ten Thursdays is for collaboration work as defined in Article VIII, Section 10.L. During this collaboration block, the District may offer professional development sessions on high-priority topics mutually identified and agreed upon by the District and Association on multiple dates from which teachers may choose to attend.
 3. ~~Fifty-five minutes on the remaining early dismissal Thursdays is for collaboration work as defined in Article VIII, Section 10.L~~ All of the remaining time on the early-release Thursdays (one (1) hour and forty-five (45) minutes on the twenty (20) Thursdays identified in subsections E.1 and E.2 above, and two (2) hours and forty (40) minutes on the approximately seventeen (17) other Thursdays in the school year) is for preparation/planning as referenced in Article VIII, Section 1.B.1.
 4. The scheduling of early-release Thursdays shall be designated by the calendar committee on the calendar exhibits in Appendix F.

F. Middle School Early Dismissal. Students shall be dismissed ~~two hours and thirty minutes~~ one hour (1) and forty-five (45) minutes early at each middle school on ~~fifteen Thursdays~~ each Thursday in the school year (creating a block of two (2) hours and fifteen (15) minutes within the regularly-scheduled on-site work day).

1. ~~Sixty minutes of this time on each early dismissal day is for planning pursuant to Article VIII, Section 1.B.2~~ One (1) hour and fifteen (15) minutes of this time on ten (10) Thursdays is for building-based professional development as defined in Article VIII, Section 3.
2. ~~The remainder of the time on five Thursdays is for building-based professional development as defined in Article VIII, Section 3~~ One (1) hour and fifteen (15) minutes of this time on ten (10) Thursdays is for collaboration work as defined in Article VIII, Section 10.L. During this collaboration block, the District may offer professional development sessions on high-priority topics mutually identified and agreed upon by the District and Association on multiple dates from which teachers may choose to attend.
3. ~~The remainder of the time on ten Thursdays is for collaboration work as defined in Article VIII, Section 10.L~~ All of the remaining time on the early-release Thursdays (one (1) hour on the twenty (20) Thursdays identified in subsections F.1 and F.2 above, and two (2) hours and fifteen (15) minutes on the approximately seventeen (17) other Thursdays in the school year) is for preparation/planning as referenced in Article VIII, Section 1.B.2.
4. The scheduling of early-release Thursdays shall be designated by the calendar committee on the calendar exhibits in Appendix F.

G. High School Early Dismissal. Students shall be dismissed ~~one hour and fifteen minutes~~ two (2) hours early at each high school on ~~fifteen Thursdays~~ each Thursday in the school year (creating a block of two (2) hours and fifteen (15) minutes within the regularly-scheduled on-site work day).

1. ~~This One (1) hour and fifteen (15) minutes of this time on five ten (10) Thursdays is~~ for building-based professional development as defined in Article VIII, Section 3.
2. ~~This One (1) hour and fifteen (15) minutes of this time on ten (10) Thursdays is for~~ collaboration work as defined in Article VIII, Section 10.L. During this collaboration block, the District may offer professional development sessions on high-priority topics mutually identified and agreed upon by the District and Association on multiple dates from which teachers may choose to attend.
3. All of the remaining time on the early-release Thursdays (one (1) hour on the twenty (20) Thursdays identified in subsections G.1 and G.2 above, and two (2) hours and fifteen (15) minutes on the approximately seventeen (17) other Thursdays in the school year) is for preparation/planning as referenced in Article VIII, Section 1.B.3.
- ~~3.4.~~ The scheduling of the Thursdays shall be designated by the calendar committee on the calendar exhibits in Appendix F.

Part II – Planning/Preparation Time

Amend Article VIII, Section 1.B.1-3 as follows:

1. Every full-time employee in grades PK-5 shall be provided three (3) hours and forty-five (45) minutes per week (two (2) hours during the regular instructional school day and at least an additional one (1) hour and forty-five (45) minutes after students are released on Thursdays) for the purpose of preparation/planning, exclusive of the duty-free lunch period. ~~One hundred and five minutes per week of this time is provided on the early release Thursdays described in Article VIII, Section 10.E.1. An additional fifty-five (55) minutes per month beyond the three (3) hours and forty-five (45) minutes per week is provided on one approximately seventeen (17) additional early release Thursdays per month as described in Article VIII, Section 10.E.1 10.E.3.~~
2. Every full-time employee in grades 6, 7, and 8 shall have at least three (3) hours and forty-five (45) minutes of preparation/planning time per week to be provided during the regular instructional school day, exclusive of the duty-free lunch period. On early dismissal ~~days~~ Thursdays, middle school employees shall receive at least sixty (60) minutes of the non-student portion of the day for individual planning time. An additional one (1) hour and fifteen (15) minutes beyond the four (4) hours and forty-five (45) minutes per week is provided on approximately seventeen (17) additional early release Thursdays as described in Article VIII, Section 10.F.3.
3. Every full-time employee in grades 9, 10, 11, and 12 shall have at least ~~one (1) regular class period per day three (3) hours and thirty-nine (39) minutes for of preparation/planning time per week and student consultation~~ to be provided during the regular instructional school day, exclusive of the duty-free lunch period. On early dismissal Thursdays, high school employees shall receive at least sixty (60) minutes of the non-student portion of the day for individual planning time. An additional one (1) hour and fifteen (15) minutes beyond the four (4) hours and forty-five (45) minutes per week is provided on approximately seventeen (17) additional early release Thursdays as described in Article VIII, Section 10.G.3.

Part III – Flex Time

For the 2026-27 school year, each employee may take up to 13 hours of flex time (prorated by employee FTE) during any individually-directed planning time or nonstudent time before or after school. Employees shall notify their principal/supervisor when using this flex time.

Date:

5/26/26

Signed:

Kate Manthey
Kate Manthey, President
BELLINGHAM EDUCATION ASSOCIATION

Date:

5/27/2026

Signed:

Greg Baker
Greg Baker, Superintendent
BELLINGHAM SCHOOL DISTRICT #501

LETTER OF AGREEMENT
between the Bellingham Education Association
and the Bellingham School District

This Letter of Agreement sets forth the commitment of the District and Association to partner together for a fair and responsible implementation of the Raptor Badge Alert System (“Raptor Badge” or “System”), a wearable security technology and optional mobile phone application being piloted in some District schools and eventually rolled-out for use District-wide.

1. Parties to the Agreement. This is an agreement is between the Bellingham School District (“District”) and the Bellingham Education Association (“Association”).

2. Purposes. The sole purpose of piloting and implementing the System is to protect the health and safety of staff and students. This purpose of this Agreement is to protect the privacy and security of employees in the bargaining unit represented by the Association.

3. Description of Technology. The System is a dedicated, campus-wide emergency communications network that enables every staff member to initiate a rapid alert from a wearable identification badge and activate an incident type via an optional mobile phone application. When a button on the Raptor Badge is pushed in a specific pattern, the System will locate the badge and send that information to the designated safety team and/or law enforcement. The System will also periodically ping the Raptor Badge and send alerts to the District when there is a power or other functionality issue with the device (e.g., low battery). There is no other data collected when the panic alert button is not in use or when the device is functioning normally. The Raptor Badge operates on a dedicated sub-GHz wireless network, with campus location powered by Bluetooth Low Energy (BLE) beacons, providing fast, reliable, location-aware alerting independent of district Wi-Fi or cellular service. When off campus or while not reporting an incident, the Raptor Badge cannot be proactively located.

4. Limitation on Collection of Location Information. The District will not proactively use Raptor Badges to track the location of Raptor Badges and the staff members wearing such device unless the panic alert button on a Raptor Badge is pushed. Battery and operational status pings will not be used as a proxy for a staff member’s location, arrival and/or departure from campus.

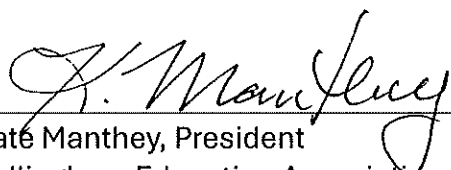
5. Use of Location Information. When a panic alert button is pushed, the location information generated by the Raptor Badge will be used by the District for summoning and providing emergency services from school and/or law enforcement personnel. The location information sent when a panic alert button is pushed will not be stored and used by the District for the purposes of performance evaluations or as a surveillance method to monitor employee location.

5. Enforcement. Alleged violations, misinterpretations, or inequitable application of the terms of this Agreement will be resolved through the grievance process identified in the current collective bargaining agreement.

6. Complete Agreement and Revisions. This Agreement constitutes the entire agreement between the parties regarding the System, supersedes any prior obligations, negotiations or discussions between them, and may only be changed by written amendment signed by the parties.

7. Duration. This Agreement is effective upon execution by both parties and will remain in effect until the expiration of the current collective bargaining agreement (August 31, 2027). The terms of this Agreement will be reviewed by the parties during renegotiation of subsequent collective bargaining agreements to determine if this Agreement should be renewed, amended, incorporated into the new collective bargaining agreement, or allowed to expire.

Date: 8/26/26

Signed: 
Kate Manthey, President
Bellingham Education Association

Date: 9/1/26

Signed: 
Greg Baker, Superintendent
Bellingham School District #501