

COLLECTIVE BARGAINING AGREEMENT

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

2020 – 2021

2021 – 2022

2022 – 2023

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DEFINITION OF PARTIES

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

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

ARTICLE 1 RECOGNITION

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

"Represented substitute teachers" refers to certificated employees hired for more than twenty (20) consecutive days in the same position or more than thirty (30) days during any twelve-month period beginning or ending in the current school year (refer to Appendix C-1). The District will supply the Association with a substitute monthly work list. In return, the Association will recommend those substitute teachers whom the Association believes have qualified as represented substitute teachers. The District will not use scheduling to prevent a substitute teacher from achieving represented status. Failure to employ or not to re-employ a substitute teacher by the District is not subject to the provisions of this contract, shall not be considered a disciplinary action, and is not grievable.

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

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

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

ARTICLE 2 MANAGEMENT

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

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

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

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

Section 1 – Administrative Leave

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

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

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

Section 2 – Statewide Dropout Reengagement Program

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

ARTICLE 3 ASSOCIATION RIGHTS

Section 1 – School Facilities

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

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

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

Section 2 – Access to Buildings

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

Section 3 – Requests for Information

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

Section 4 – Mail Services

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

Section 5 – Committee Members

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

Section 6 – Requests for Information

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

Section 7 – Meeting with the Superintendent

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

Section 8 – New Employee Orientation

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

ARTICLE 4 RELEASE OF EMPLOYEES' NAMES

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

The District shall provide the Association an updating of changes in the list of employees upon request. The District will respond to the request within ten (10) business days.

ARTICLE 5 DEDUCTIONS

Section 1 – Dues, Deductions and Representation Fees

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

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

Section 2 – Substitute Dues

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

Section 3 – Other Deductions

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

ARTICLE 6 ASSOCIATION PRESIDENT - RELEASE TIME

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

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

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

The Association shall reimburse the District for the Association President release time. The reimbursement will include all sources of compensation and benefits, including TRI. No documentation of TRI is required to be provided to the District. Any additional stipend the President receives, as determined by the Association, shall be paid by the District as extended days and reimbursed by the Association. Compensation that exceeds the highest paid employee in the Association will not be accepted by the Department of Retirement Services.

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

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

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

Conditional upon written approval from an authority at the Department of Retirement Services.

ARTICLE 7 ASSOCIATION LEAVE

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

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

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

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

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

ARTICLE 8 RIGHTS OF EMPLOYEES

Section 1 – Discrimination

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

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

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

Section 2 – Evaluation of Students

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

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

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

Section 3 – Just Cause

An employee shall not be disciplined without just cause. Any disciplinary action taken against an employee shall be consistent with the standards/principles of progressive discipline, District policy or established work rule.

Investigations of employees resulting from complaints or accusations made against them shall take place in an expeditious manner. The District shall make every effort to resolve such matters at the lowest level.

A complaint made against an employee by a parent, student, or other person shall not become the basis for disciplinary action against the employee unless the employee has had opportunity to hear and reply to such complaint. Such complaints, including the name of the complainant, shall be brought to the attention of the employee involved within fifteen (15) workdays of the receipt of said complaint. Any complaint or accusation not called to the attention of the certificated employee shall not be used as the basis for disciplinary action. Employees may request that a meeting take place between the complainant and the affected employee before any disciplinary action is taken. In the event that an allegation of misconduct is investigated and not supported by the available evidence, such records shall be retained in the District to substantiate that a thorough investigation was conducted and concluded. Records will be retained following the district's record retention schedule.

Employees will not be required to search other employees or their personal possessions. Under ordinary circumstances, employees will not be required to search students, their personal possessions, or lockers.

An employee shall be entitled to have present, if desired, (an) Association representative(s) or in-building Association member(s) of the employee's choice during any meeting at which the employee is questioned by the District regarding issues that could result in disciplinary actions against the employee; however, this provision shall not apply to verbal reprimands or warnings.

ARTICLE 9 NO STRIKE/LOCKOUT

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

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

ARTICLE 10 GRIEVANCE PROCEDURE

Section 1 – Definition

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

Section 2 – Informal Procedure

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

Section 3 – Formal Grievance Procedure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 – Representation

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

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

Section 5 – Confidentiality

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

Section 6 – Protection

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

Section 7 – Information

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

Section 8 – Procedures

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

Section 9 – Substitute Costs

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

ARTICLE 11 ACADEMIC FREEDOM & RESPONSIBILITY

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

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

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

Section 1 – Curriculum Flexibility

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

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

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

Section 2 – Curriculum

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

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

Any common assessments that are available will be given to PLCs prior to the beginning of the term for analysis.

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

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

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

In the presentation of controversial issues, the employee is responsible to make every effort to carry out the study in a manner in which the students: (1) keep the objectives of the study clearly in mind; (2) understand the issues involved and their implications, and; (3) reach their own conclusions regarding the issue. Employees shall not be expected to be financially responsible for missing materials and equipment that are used by their students, other students, or other employees.

Section 3 – Special Education

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

Section 4 - Training

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

ARTICLE 12 PLANNING TIME

Section 1 – General

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

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

A process will be developed at the building level to provide volunteers for class coverage. In the event volunteers are not available, mandatory class coverage will be assigned. The District will make every effort to assign on an equitable basis based on the needs of the building.

Counselors, librarians, building specialists, and ESAs will have equivalent planning time scheduled during the workweek. They will confer with respective building principals/program director to mutually develop work schedules including planning time and travel time.

In the event the administration requires counselors, librarians, building specialists, and ESAs to cover a class during their scheduled planning time, an opportunity to make up the lost planning period shall be offered within two (2) weeks; however, in lieu of make-up time, the employee may choose to be paid at the rate of twenty-five dollars (\$25.00) per half hour or a portion thereof for such coverage. If the employee chooses the payment option, he/she must so inform the administration within two (2) days of the coverage.

Section 2 – Secondary Employees

Secondary employees shall have one (1) class period per day (minimum 45 minutes) for instructional planning except for assigned supervisory duties and meetings of faculty members. Schools opting for non-traditional schedules that may restrict the daily minimum planning time allocation of 45 minutes must file and receive an Association waiver. Secondary plan time may be averaged over a two-week period as an exception to accommodate state and district testing. The principal will collaborate with staff to address any concerns.

In the event that the administration requires an employee in a secondary school to cover a class during his/her normal planning period, an opportunity to make up the lost planning period shall be offered within two (2) weeks; however, in lieu of make-up time, the employee may choose to be paid at the rate of twenty-five dollars (\$25.00) per half hour or a portion thereof for such coverage. If the employee chooses the payment option, he/she must so inform the administration within two (2) days of the coverage.

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

Section 3 – Elementary Employees

All elementary employees shall have not less than 225 minutes of planning time per week. This may be averaged over a two-week period. Every effort shall be made to provide scheduled planning time of forty-five continuous minutes within the student day. Classroom teachers assigned to split classes will be

given priority consideration for additional planning time which may be available within each school's allocation.

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

In the event that the administration requires an employee in an elementary school to cover a class during his/her normal planning period, an opportunity to make up the lost planning period shall be offered within two (2) weeks; however, in lieu of make-up time, the employee may choose to be paid at the rate of twenty-five dollars (\$25.00) per half hour or a portion thereof for such coverage. If the employee chooses the payment option, he/she must so inform the administration within two (2) days of the coverage.

If students from an uncovered classroom/specialist teacher are distributed to two or more employees, the employee sharing the load will divide the hourly rate of fifty dollars (\$50.00) per hour for the time covered, up to an entire day of three hundred dollars (\$300.00) for six student-contact hours.

Section 4 – Staff Meetings

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

Section 5 – Supervisory Duties

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

Section 6 – Traveling Employee Pay

The supervisor of the traveling employee will work out a schedule that provides for contracted planning time. If this is not possible, the employee will be paid pro-rated per diem for planning time lost.

ARTICLE 13 PERSONNEL FILES

Section 1 – District Personnel File

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

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

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

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

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

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

Section 2 – Site Administrator Files

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

ARTICLE 14 STUDENT DISCIPLINE

Section 1 – General

Employees shall operate within state law and District policy in maintaining good order and discipline in their classrooms at all times.

The District shall support teachers in their effort to maintain discipline and shall respond as soon as possible to an employee's concerns regarding discipline problems. Authority for employees to use prudent discipline measures for the safety and well-being of students and teachers shall be supported by the District provided that: (1) employees have followed established District policy and procedures, and; (2) employees, when appropriate, provide supporting documentation of behavior that led to the incident and efforts made to correct same. Protocols shall be established at each building to provide assistance to employees who have behaviorally challenged students.

At all times during the student day, an administrator will be accessible to handle student discipline problems.

By June 15th of the preceding school year the building principal will review building discipline standards and enforcement policies of those standards. Building discipline standards shall include a rapid response plan for emergencies that may occur in the building or on the playground. Building discipline standards must include recommended appropriate consequences for students who do not comply with the standards, including, but not limited to, students who falsely accuse an employee of misconduct. Such standards shall be consistent with provisions of this Agreement and appropriate statutes. The building principal shall provide a copy of the discipline standards developed at the building level to each employee in the building by September 30th of each school year.

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

Section 2 – Communication of Discipline Policies

By September 30

- Principals will facilitate a review of the building discipline system.
- Principals will involve all staff in the development and communication of school-wide expectations for conduct in all settings.
- Principals will provide a description of the behaviors that qualify as dangerous or illegal and require a rapid response including the immediate removal from the classroom. Plans must detail the communication protocol, documentation requirements, and re-entry guidelines.
- Principals will establish and communicate an initial menu of progressive actions for response to behavioral infractions.

Ongoing

- All staff must explicitly teach, actively monitor, and reinforce school-wide expectations for conduct.
- Buildings must establish a discipline committee that will use data for the development and refinement of positive strategies and interventions to reduce classroom exclusions. The committee should regularly communicate adjustments.
- The Discipline Task Force will regularly meet to develop a menu of strategies/supports to ensure recommendations are actualized.
- K-12 Instructors, support staff, and administrators should collaborate for building-wide social emotional supports.

Section 3 – Room Clears

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

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

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

Section 4 – Resource Bank

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

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

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

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

ARTICLE 15 ENROLLING NEW STUDENTS

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

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

Section 1 – Notice

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This section is intended to be consistent with board policies [3120](#) (9/24/19) and [3143](#) (2/26/19) and is subject to change based on applicable law.

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

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

ARTICLE 16 RESPONSIBILITY FOR CARE OF SCHOOL PROPERTY

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

ARTICLE 17 SITE-BASED DECISION-MAKING

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

In the event a site-based decision-making team decision requires a waiver of any school board policy, district/building administrative program, or state rule or regulation, the administration will review the waiver as needed. In the event a decision by the team contains a provision that is contrary to a collective bargaining agreement, such provision shall be submitted to the district and the union for consideration of a mutually satisfactory accommodation for a specific period. In the event that a decision impacts a support department, the team will seek an accommodation of the impact with the appropriate support department administrator and staff.

Site-based teams may include all interested employees.

This following Article 18 is contingent on full levy funding.

ARTICLE 18 WORKING PERIODS

Section 1 – Work Year

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

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

Section 2 – Extended Work Year

Before a reduction in extended contract days is implemented by the District, the District and Association shall meet and discuss the impact of such reductions. On or before October 1 each year the District will provide the Association with the list of employees who have been given extended contracts, including the employee's name, position, and number of extended days.

Section 3 – Caseload Management & Individualized Education Program (IEP) Compensation

Caseload managers who are responsible for writing IEPs shall receive one thousand five hundred dollars (\$1500.00) annually. IEPs completed beyond twenty-five (25) shall be compensated at the rate of eighty-five dollars (\$85.00) per IEP, including IEPs written as a result of re-evaluations. Itinerant case managers (i.e. occupational therapists, physical therapists, speech language pathologists, and vision therapists) are not eligible for the one thousand five hundred dollar (\$1500.00) case manager stipend. In lieu of the one thousand five hundred dollar (\$1500.00) case manager stipend, itinerant case managers will instead be compensated at the rate of sixty dollars (\$60.00) per IEP.

Section 4 – Time Responsibility Incentive (TRI) Program

The District and Association agree and affirm the following beliefs: (a) the success of the Bethel School District is dependent upon hiring and retaining the highest quality employees; (b) providing a quality education for the students involves an employee's commitment to the profession beyond the base contract, normal workday hours and school year; (c) state law allows additional compensation for additional time, additional responsibilities or incentives; (d) basic education funding does not compensate employees for the necessary responsibilities assumed by the employees of the Bethel School District and (e) the fulfillment of any one employee's responsibilities varies from that of another employee and requires flexibility in the range of available TRI options.

The District agrees to provide additional money for employees on certificated contract based on years of experience on the District salary schedule. Less than 1.0 employees receive a prorated allocation for the categories of responsibility and technology.

Note: 1 day is the equivalent of 7 hours for all employees.

*Provisional Employees: employees who are in their first three years in education or who are in their first year in the Bethel School District (including ESAs and special education teachers).

**Contingent on approval from the Auditor's Office, the District will minimize reporting for self-directed activity.

Select from the following before/after-school activities:

- (A) Improving and maintaining professional skills
- (B) Direct work with students after school hours
- (C) Planning with other employees to promote student achievement
- (D) Planning, training for, and implementing building strategic plans
- (E) Evaluating Grade Level Expectations and developing common syllabi and assessments
- (F) Providing individual or small-group help to students
- (G) Workshops, classes and in-service work
- (H) Working with computers and other technology as related to education uses
- (I) Researching educational materials and supplies
- (J) Conferencing/communicating with students/parents
- (K) Supervising school/student activities
- (L) Preparation for school opening
- (M) Work connected with the conclusion of the school year
- (N) Approved community activities
- (O) Summer Institute
- (P) Open house, curriculum night, graduation, PTSA, building events, and approved community activities
- (Q) IEPs/504s
- (R) Additional Core activities
- (S) School Staff Meeting

The District and Association agree that preparation for school opening, open house, curriculum nights, graduation, PTSA, building events, and approved community activities are important components in building positive community and strong school/parent bonds. Staff shall devote at least seven (7) hours per year to those worthy activities.

Compensation shall be in accordance with the TRI-Responsibility schedule (Appendix C) and payment will be made in equal monthly installments as is done with regular paychecks. A part-time employee will receive a pro-rated share of supplemental contracts within this section based on the employee's full-time equivalency (FTE).

It is the employee's responsibility to submit his/her Electronic Documentation Form to the Human Resources office no later than June 30. Compensation for District Core Training is subject to recapture by August 31 if the employee has not provided the electronic documentation of work. Any incorrectly completed forms will be returned to the employee to correct and re-submit within five (5) days of receipt. The procedure for submitting the TRI Documentation Form must be covered in a staff meeting no later than March 1st of every year.

Core training monies are available for tuition for classes that are part of the employee's official master's or doctorate degree program. Employees may choose the tuition option on the supplemental agreement and have a purchase order mailed to the college rather than receiving core training funds for the tuition amount. (See schedule on Appendix C)

CORE TRAINING (Responsibility-based)

The responsibility category of core training (see section 5) requires that employees take two core classes (i.e. two (2) days or 14 hours) or three classes (i.e. three (3) days or 21 hours) for provisional employees. The allocated amount for this category includes both the core training itself and the responsibility to plan, practice, tryout new ideas, and implement what was learned. Staff who do not complete their core training requirement will be deducted the relative portion of the pay allocation for this category.

PROFESSIONAL DAYS (Time-based) (see Article 24 Sections 4 and 5)

BACK TO SCHOOL PREPARATION (Responsibility-based)

The District and the Association agree that the meeting prior to the start of school is essential to the successful opening of the school year. This time allows employees to meet with administration as well as prepare materials for the beginning of the year.

The responsibility category of back-to-school preparation requires that employees attend the back-to-school staff meeting. The allocated amount for this category includes both the meeting itself and the activities related to back-to-school preparation that are outside of the “base pay” requirement.

A draft agenda for the back-to-school staff meeting will be shared with the Association by August 24 of each year. Four (4) hours of the day will be administrator-directed and three (3) hours of the day will be employee-directed. A component of the back-to-school staff meeting are Safe Schools videos that must be reviewed on an annual basis. Certain designated videos can be viewed at a time of the employee’s own choosing allowing employees to utilize this designated time during the back-to-school staff meeting on the qualified activities of their choosing. This requirement must be completed by September 30 of each year.

Staff who do not attend the back-to-school staff meeting forfeit pay for this category. Make-up opportunities may be allowed based on qualifying conditions as deemed appropriate by the Executive Director of Human Resources.

TECHNOLGY (Responsibility-based)

**Technology salary schedule cell is contingent on continuation of the voter approved technology levy.*

The District and Association recognize the advantage the district-approved technology levy provides to the school community. They also recognize the increase demands required by staff to prepare and plan lessons around technology for the advantage of our students. The technology responsibility category recognizes the efforts of employees to that end.

Section 5 – Core Training

Approved core training must be relevant to the employee’s assignment. Core training consists of all designated District offerings. Employees who can demonstrate progress toward achieving competencies outside their assignment may apply for a waiver to take classes related to the new competency. In lieu of one designated District offering an employee may substitute a pre-approved professional/OSPI-sponsored conference. Attendance at a conference may count for Bethel Core Training only if seven hours are provided on a specific topic (i.e. 7-hour workshop on school medical issues at a nurses’ conference). Prior approval through the waiver process is required.

Employees in specialty areas including world languages and Special Services may request waivers for 14 hours of Bethel Core Training not offered by the District. Waivers must be approved by the area director and/or the District/Association committee.

Section 6 – Counselors/Social Workers and District Psychologists

Secondary school counselors and social workers, at their option, shall have an extended contract of a minimum of five (5) additional days for middle school or ten (10) additional days for high school on a supplemental contract beyond their 180-day contract for the purpose of scheduling students. Secondary counselors shall have the flexibility to flex some of these days into hourly increments with administrator approval. The scheduling and use of the days shall be directed by the school principal.

Elementary counselors and social workers shall have an extended contract of a minimum of two (2) days on a supplemental contract beyond their 180-day contract. These employees shall have the flexibility to flex some of this time into hourly increments with administrator approval.

District Psychologists shall have an extended contract of a minimum of ten (10) additional days on a supplemental contract beyond their 180-day contract for the purpose of reviewing student records, completing file reviews, meeting with parents, and ensuring appropriate placement. District Psychologists shall have the flexibility to flex some of these days into hourly increments. The Executive Director of Special Services shall direct the scheduling and use of these days.

Section 7 – Librarian

School librarians, at their option, shall be provided additional days on a supplemental contract beyond their base (180 days) contract. This work is to be accomplished before or after the student school year on scheduled District business days. Days shall be provided based on the October 1st building enrollment (FTE): 400 or less, three (3) days; 401 to 800, five (5) days; 801 or more, six (6) days. The distribution and use of the days shall be a collaborative decision between the librarian and the school principal.

Student Enrollment	Additional Days
400 or less	3 days
401 to 800	5 days
801 or more	6 days

Section 8 – CTE Employees

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

Section 9 – Nurses

Nurses will receive up to ten (10) additional days on a supplemental contract beyond their base (180 days) contract. Nurses shall have the flexibility to flex some of these days into hourly increments with administrator approval.

Postings for nurses shall include grade level bands of assignment.

Section 10 – Job Sharing

Employees who job share will receive a TRI package as allocated by Article 18. Healthcare benefits will be allocated as required by SEBB. Employees covered by this section are eligible to participate in full with regard to staff development provided in Article 24 of this agreement.

Section 11 – Split Classrooms

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

Section 12 – Secondary Co-Teaching

Co-teaching partnerships require educators to make joint instructional decisions and share responsibility and accountability for all student learning. Class composition shall be considered when creating classes and/or when class changes are made.

Section 13 – Secondary Shelter Instruction

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

ARTICLE 19 EMPLOYEE ABSENCES

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

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

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

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

ARTICLE 20 EVALUATION

Section 1 – General

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

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

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

Employees may request a change in evaluators by October 15th.

Section 2 – Definitions

See other definitions in WAC 392.191A

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

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

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

other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional framework rubrics.

- (I) Outside Evaluator - A qualified evaluator who is not responsible for the employee's immediate supervision.
- (J) Facilitator - A person who assists an employee in the formation and accomplishment of goals to promote professional growth and effective job-specific practices.
- (K) Three tracks of evaluation
 - (1) Comprehensive Track - Observations and documentation to assure that minimum criteria for effective employee performance are met.
 - (2) Focused Track - Collegial involvement to accomplish professional growth and effective job-specific practices.
 - (3) Professional Support Track - A positive process to assist employees who may not meet minimum performance criteria during the comprehensive evaluation period.

Section 3 – Performance ratings — Descriptors

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

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

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

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

Student Growth

Student growth goals will be determined by the teacher based on student needs. The principal will

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

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

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

Observation Report

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

Collaborative Assessment

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

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

Section 4 – Criteria for Comprehensive Track

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

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

- (8) Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

Section 5 – Observation and Evaluation Procedure, Comprehensive Track

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

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

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

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

Student Growth Criterion Score

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

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

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

Section 6 – Procedures for Focused Track

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

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

The evaluation of classroom teachers will include the following:

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

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

Section 7 – Procedures for Professional Support Track

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

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

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

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

Section 8 – Evaluation Tools

The Washington State eVal tool will be used by employees and principals to complete evaluations for employees on the comprehensive and focused evaluation tracks. Evaluators recognize that while some evidence may need to be entered in eVal, many artifacts and evidence may be provided in other formats. The District will notify the Association if it intends to select a system to replace eVal.

Section 9 - Extended Leaves/Partial Year of Employment

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

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

Resource page to include hyperlinks for Danielson Framework, Rubrics, Examples of mid/ending report, setting up modifications, etc.

<https://www.k12.wa.us/educator-support/teacherprincipal-evaluation-program>

[Teacher Principal Evaluation Program](#)

[Charlotte Danielson's Framework for Teaching](#)

[Danielson Comprehensive Scoring Diagram](#)

[Danielson Framework](#)

[Danielson Focused Scoring Diagram](#)

[Framework Evaluation Instrument](#)

[Danielson Alignment to Washington Evaluation Criteria](#)

[eVal Resources](#)

[Frequently Asked Questions](#)

ARTICLE 21 PROBATION

Section 1 – General

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

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

Section 2 – Evaluation and Advisory Conference

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

Section 3 – Establishment of Probationary Period

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

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

Section 4 – Supervision During the Probationary Period

- (A) Immediately following the delivery of a probationary letter, the principal or other supervisor shall meet with the probationary employee to discuss performance deficiencies and expectations and the remedial measures to be taken. When appropriate in the judgment of the supervisor, the supervisor may authorize one additional evaluator to evaluate the probationer and to aid the employee in improving the areas of deficiency.
- (B) During the probationary period the principal, supervisor, or other evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the probationary employee.
- (C) The probationary employee may be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in the notice of probation.

- (D) Should any report of the employee's probationary status contain information not previously made known to the employee, the employee may submit a written statement which shall be appended to such report.

Section 5 – Supervisor's Post-Probation Report

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

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

Section 6 – Nonrenewal

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

Section 7 – Transfer/Leave

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

ARTICLE 22 EMPLOYEE STAFF REDUCTION

Section 1 – Staff Reduction

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

Section 2 – Procedures

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

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

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

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

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

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

Section 3 – Staff Reduction Benefits

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

Section 4 – Administrative or Supervisory

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

ARTICLE 23 ASSIGNMENT AND TRANSFER

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

Section 1 – Definitions

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

Section 2 – General Provisions

In the determination of assignments, reassignments, and transfers, the desires of the employees shall be considered.

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

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

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

Section 3 – Posting of Vacancies

Notices of vacancies shall be posted on the Bethel Website, www.bethelsd.org, at least ten (10) calendar days before said vacancies are filled. Between August 1 and February 1, vacancies will be posted for five (5) calendar days. All employee postings will be sent electronically to the Association in a timely manner. Information shall be available that includes a statement of general qualifications pertaining to professional preparation and experience required for the vacancy as well as minimum qualifications required for the vacant position.

Section 4 – Reassignment at Current School or Work Site

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

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

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

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

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

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

For any employee involuntarily reassigned more than two (2) grade levels or to a new subject area, building administration will work proactively to support the employee in his/her new position. This may include classes, materials, mentoring or any other resource needed to assist the employee's successful transition. Upon their request, employees transferring classrooms will receive assistance from the District in moving instructional materials. Should an employee be required to change rooms within the same school, the employee will receive four (4) hours of pay at the District-approved curriculum/committee rate.

Section 5 – Transfer Process

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

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

Section 6 – Involuntary Transfer

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

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

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

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

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

For any employee involuntarily transferred more than two (2) grade levels or to a new subject area, building administration will work proactively to support the employee in his/her new position. This may include classes, materials, mentoring or any other resource needed to assist the employee's successful transition. Upon their request, employees transferred involuntarily will receive assistance from the District in moving instructional materials.

Transfers During the School Year

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

For any employee involuntarily transferred during a school year, he/she shall receive at least five (5) school days notice before reporting to a new building. The employee, at his/her option, may waive this provision.

Transfers Outside the School Year

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

Section 7 – Notice

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

ARTICLE 24 STAFF DEVELOPMENT

Section 1 – General

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

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

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

Section 2 – Learning Improvement Time

The following Section 2 is contingent on full levy funding.

These days are not a part of the 180-day contract and additional compensation will be paid for attendance and participation.

The District will provide and direct the equivalent of two (2) professional development days during the course of each contract year.

Section 3 – Late Arrivals

Late arrivals provide time for team collaboration, professional development to support building school improvement plan goals, as well as an opportunity for district professional development. There will be a total of 22 late arrival days. Three-quarters of these meetings shall be planned by the PLC members. The remaining days shall be planned by the building/district.

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

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

ESAs, specialists, special programs, and CTE shall be able to meet in job-alike PLCs on PLC planned late arrivals.

Section 4 – Waiver Days

The District may apply for one or more basic education waivers under RCW 28A.300.750. When procured waivers are for professional development any subsequent plans must comply with and closely align with the approved waiver application, the requirements of WAC 180-18-040, and all other applicable statutes and requirements, key among them being the following:

- A. The purpose and goals of the district's waiver plan are closely aligned with school improvement plans under WAC 180-16-220 and any district improvement plan;
- B. The plan explains goals of the waiver related to student achievement that are specific, measurable, and attainable;

- C. The plan states clear and specific activities to be undertaken that are based in evidence and likely to lead to attainment of the stated goals;
- D. The plan specifies at least one state or locally determined assessment or metric that will be used to collect evidence to show the degree to which the goals were attained;
- E. The plan describes in detail the participation of administrators, teachers, other district staff, parents, and the community in the development of the plan;
- F. The plan summarizes how the district considered equity in the development of the plan. This may include, but is not limited to, an equity analysis, community feedback, or other means to assess the consequences of the waiver.

Section 5 – State Professional Learning Days

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

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

Professional learning days must comply with the requirements provided in RCW 28A.415.420 (scope), RCW 28A.415.432 (standards), RCW 28A.415.434 (definitions), RCW 28A.415.440 (social-emotional learning), and any other applicable statute or state requirement.

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

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

Social-Emotional Learning: Beginning in the 2020-21 school year, and every other school year thereafter, one of the professional learning days funded under RCW 28A.150.415 must be used to train staff on one or more of the following topics: Social-emotional learning, trauma-informed practices, using the model plan developed under RCW 28A.320.1271 related to recognition and response to emotional or behavioral distress, consideration of adverse childhood experiences, mental health literacy, antibullying strategies, and culturally sustaining practices.

Section 6 – Planning of Professional Learning

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

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

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

regarding topics and time allocations. Staff will have the ability to provide feedback on existing plans or submit additional ideas, which will be used to refine the agenda, if applicable.

5. Exit surveys: An exit survey will follow professional learning days. The survey and raw data will be available and open to all staff. The data from these surveys will inform adjustments and topics for upcoming professional learning days.

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

ESAs, specialists, special programs, and CTE will collaborate with their principal/evaluator regarding the PLC they meet with on professional learning days. Final arrangements must be approved by the evaluator/principal.

ARTICLE 25 SALARY MATTERS

Section 1 – Salary Schedule(s)

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

Section 2 –Employee Responsibility

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

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

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

In the event an employee is recommended by the Human Resources Department to take the West E test, the District shall pay the cost of the test. In the event an employee opts to take a West E to broaden his/her endorsement areas to meet the District's anticipated needs, the District may pay the cost of the test.

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

Upon request, a receipt for documents will be provided.

Section 3 – Educational Steps

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

Section 4 – Experience Increments and Salary Increases

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

Section 5 – Outdoor Education

No employee shall be required to spend more than four (4) nights per school year at this duty.

Section 6 – Special Olympics

Special Olympics Program teachers shall be reimbursed at a rate of fifty dollars (\$50.00) per day for their attendance at Special Education Olympics activities during non-school time.

Section 7 – Eligible Academic Credits

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

Section 8 – Payment of Salary Warrant

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

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

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

Section 9 – Early Payout

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

Section 10 – Clock Hours and In-service Credit

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

Section 11 – ESA Stipend

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

- SLP ~ CCC - Certificate of Clinical Competence
- OT ~ NBCOT - National Board for Certification in Occupational Therapy
- Psychologist ~ NCSP - Nationally Certified School Psychology
- Nurse ~ NBCSN - National Board for Certification of School Nurses
- PT ~ Specialist Certification Examination in Orthopedics
- Social Workers ~ Association of Social Work Boards Examination

Section 12 - Summer School

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

Section 13 – Stipends

Employees shall be paid stipends for specified added duties as per Appendix D-3 and Appendix D-4 and supplemental stipend schedule (Appendix D-5).

Section 14 - ESA Prior Related Service Credit

The District shall recognize previous work experience in their professional for all ESA employees.

	2020-21	2021-22	2022-23
ESA	Start at up to five (5) years on schedule	Can add up to three (3) more and experience. Move up to nine (9).	Can add two (2) more and move up to twelve (12).

ARTICLE 26 SALARY SCHEDULE (Appendix C)

Placement on the Bethel School District Salary Schedule will be in compliance with State rules governing placement for reimbursement on the S-275 Form (the State Allocation Model).

ARTICLE 27 TRAVEL AND REIMBURSEMENT

Employees shall be reimbursed for expenses of mileage, meals, housing, and registration fees when such employees are on authorized school business. Except as otherwise specifically provided herein, maximum reimbursement rates shall be established by the District.

Section 1 – Travel Within the District

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

Section 2 – Travel Outside of the District

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

Section 3 – Reimbursement

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

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

Section 4 – Transporting Students

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

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

ARTICLE 28 GROUP INSURANCE

The following sections are intended to communicate certain components related to insurance coverage under the School Employees Benefits Board. These sections are not intended to provide greater benefits, rights, or benefit eligibility than what is required by SEBB. The exceptions to this provision are Section 4 (Healthcare Taskforce) and Section 6 (VEBA).

Section 1 – District Contribution

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

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

Section 2 – Enrollment Period

The enrollment period for new employees in such insurance plans shall extend for thirty (30) days beginning with the first day of employment. Employees shall be able to enroll during open periods declared by participating companies so long as such enrollment is made prior to October 15 or as otherwise eligible under the SEBB.

Section 3 – Eligibility

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

2. School employee eligibility criteria:

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

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

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

Section 4 – Leaves

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

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

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

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

Section 5 – Health Insurance Task Force

The District and BEA along with PSE, BPA, and non-represented employees shall continue a joint task force called the “Health Insurance Task Force.” The task force will make specific recommendations to the District and the Association. Recommendations which impact BEA members are subject to the approval of the Association prior to implementation.

Section 6 – VEBA

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

Section 7 – Benefit Termination

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

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

ARTICLE 29 DRUG-FREE WORKPLACE

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

ARTICLE 30 STAFF PROTECTION

Section 1 – Insurance

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

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

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

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

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

Section 2 – Violence and Threats

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

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

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

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

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

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

Section 3 – Worker's Compensation

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

ARTICLE 31 SICK LEAVE

Section 1 – General

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

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

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

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

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

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

The District may request verification of an employee's absence if a pattern of possible misuse is identified. The District will provide the employee and the Association with written notice that a pattern may exist prior to requesting verification for the absence.

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

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

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

Section 2 – Staff Without Documentation of Immunity or Vaccination

In the event of an outbreak of a vaccine-preventable disease (i.e., measles), an employee who is excluded from work by the county health officer due to lack of documentation of immunity or vaccination for said disease may access his/her own accumulated sick leave during the exclusionary period.

The current language in section 2 shall be replaced with the following language beginning with the 2021-22 school year:

In recognition that prevention is a means of combating the spread of disease, the District strongly urges that susceptible school staff members be able to provide evidence of immunity against TD (Tetanus-Diphtheria) and MMR (Measles, Mumps, and Rubella). The following immunizations are recommended for school staff;

measles, mumps, rubella (MMR), varicella (chickenpox), diphtheria, tetanus, and pertussis (Tdap and Td), and influenza (flu). Staff members born prior to January 1, 1957 need not provide evidence of immunity to measles; these individuals are considered naturally immune.

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

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

ARTICLE 32 SHARED LEAVE

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

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

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

Section 1 – Recipient Eligibility

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

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

Section 2 – Donation of Sick Leave/Annual Leave

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

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

Each recipient and donor must complete the required District leave-sharing form(s) and submit the forms to the Human Resources office before sharing will be authorized. (See Appendices H-1 and H-3.) There is no retroactive application of leave sharing to prior payroll periods. All sick leave must be donated voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave.

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

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

Section 4 – Calculation of Shared Leave Benefit – Proration

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

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

ARTICLE 33 BEREAVEMENT LEAVE

Bereavement Leave of four (4) days maximum may be taken in the event of death if deceased is a member of the immediate family. For this purpose, "immediate family" is defined as mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, husband, wife, child, step relatives, grandparents, grandchildren, or other person residing in the household as a family member or domestic partner. Exceptions may be granted by the Superintendent or designee due to unusual circumstances or related to travel.

In addition, Bereavement Leave of one (1) day maximum in the event of death if the deceased is a relative other than those above or a very close friend.

ARTICLE 34 SHORT-TERM LEAVE WITHOUT PAY

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

ARTICLE 35 EMERGENCY LEAVE/PERSONAL LEAVE

Section 1 – Emergency Leave

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

- (A) Emergency leave to allow an employee to receive an advanced degree from a college or university if the employee's presence is required by the college or university as a condition of granting of the degree. Such use is limited to the day upon which the advanced degree is received and reasonable travel time.
- (B) Emergency leave to comply with a court order which requires the presence of an employee in court, where the employee is a witness or defendant. In any case where the employee is reimbursed for his/her time, a like amount up to the employee's per diem salary, whichever is less, shall be deducted from the employee's pay. Employees appearing in a court of law or in other state or federal regulator hearings, as agents of the District, shall not be required to use this leave for such appearances.
- (C) Emergency leave to allow an employee to attend any officially constituted hearing in which the employee has a financial interest.
- (D) Situations of emergency nature such as, but not limited to, car accident, fire, water damage, electrical failure, emergency home service calls which cannot be scheduled at other times. If possible, verification will be presented to the supervisor on request. Denial of emergency leave may be appealed to the Executive Director of Human Resources (or designee) but is not subject to the grievance procedure.
- (E) In the event school(s) are dismissed early due to inclement weather, certificated staff shall be released one-half (1/2) hour after the student dismissal.
- (F) In the event that school is canceled after an announced delay, employees already at the worksite will be compensated two (2) hours per diem.

Section 2 – Personal Leave

Two (2) paid personal days to attend to personal matters which cannot be dealt with outside of the workday shall be granted at the discretion of the employee, provided that this leave may not be used for Association business or to extend holidays or vacations. Personal leave may not be taken during the last ten (10) school days of the school year. Exceptional circumstances may be approved by the Superintendent or designee. Notice of the intent to use this leave shall be made to the immediate supervisor using the Certificated Leave Record five (5) workdays prior to intended use. If the five (5) workday advanced notice is not possible, the Superintendent or designee will consider exceptions to the deadline.

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

Section 3 – Written Requests

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

After making a recommendation, the request will be forwarded by the principal to the Superintendent or designee for approval or disapproval. A minimum of one-half (1/2) day may be taken. If a claim is not approved, the claimant shall be notified within ten (10) days of receipt of the claim by the Superintendent.

Section 4 – Personal Leave Accumulation

Personal leave may be accumulated to a maximum of four (4) days. Unused personal leave that will exceed the maximum accumulation shall be automatically cashed out and paid to the employee on the July pay cycle.

ARTICLE 36 LEAVE FOR JURY DUTY

Leaves of absence with pay are allowed for jury duty.

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

ARTICLE 37 FAMILY MEDICAL LEAVE ACT/PAID FAMILY MEDICAL LEAVE

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

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

The District will pay the full Paid Family Medical Leave (PFML) premium, including both the employer and employee portion. [Click here for more information on PFML.](#)

ARTICLE 38 POLITICAL LEAVE

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

ARTICLE 39 LEAVE OF ABSENCE

The board, at its discretion, may grant a leave of absence to an employee for a period of up to one year. (Refer to Appendix H-3.) Leaves may be requested for the following reasons:

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

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

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

ARTICLE 40 MILITARY LEAVE

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

ARTICLE 41 RIGHTS OF EMPLOYEES' DEPENDENTS

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

ARTICLE 42 WORKLOAD

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

Certain provisions of section one (1) and two (2) are contingent on full funding for levy, K-3 class size, and local effort assistance. Those provisions include elementary specialists at the elementary level and non-core subject areas at the secondary level. The provision of 45 students for physical education teachers remains in effect.

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

Section 1 – Elementary Class Size Provision

After the fifteenth (15th) day of school and any time thereafter, when an elementary class enrollment exceeds 25 students in kindergarten, 26 in grades one to four, or 29 in grades five to six, the employee and the principal shall confer and develop a plan of action within five (5) working days. The parties will initiate the plan of action within five (5) working days of said conference. PROVIDED: Staff in elementary schools operating on a non-traditional schedule are exempt from this provision. This provision does not apply to RTI, class overload due to interventions, Special Education Mainstream or any other education/support program. Should Elk Plain School of Choice convert to a traditional specialist model, class size provisions will apply.

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

Options to consider for a plan of action may include:

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

After the fifteenth (15th) day of school and any time thereafter, when an elementary specialist's class enrollment exceeds 25 students in kindergarten, 26 in grades one to four, or 29 in grade five, the employee will receive a one-time payment of ten dollars (\$10) per class per month. The total amount per month will not exceed one hundred fifty dollars (\$150). Should Elk Plain School of Choice convert to a traditional specialist model, class size provisions will apply.

Documentation:

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

Section 2 – Secondary Class Size Provision

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

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

Options to consider for a plan of action may include:

- One day substitute per month to provide for planning
- An extra period per week of specialist time
- Instructional support for the classroom
- Pay to the employee in the amount of one hundred fifty dollars (\$150) when class size provision is exceeded by one (1) to two (2) students, three hundred dollars (\$300) when exceeded by three (3) students, four hundred dollars (\$400) when exceeded by four (4) students, and five hundred dollars (\$500) when exceeded by five (5) or more students. Varying overage numbers (i.e. one to five students) for the first three classes will be counted individually and then totaled to a total maximum overage payment of five hundred dollars (\$500).

Options to consider for a plan of action will be interpreted as follows:

Pay to the employee the equivalent of the cost of one (1) day substitute time per month will be applied pro rata in accordance with the following schedule:

First period overload	\$ 60.00
Second period of overload	\$105.00
Third period of overload	\$150.00

	Total Student Overload			
Periods Impacted by Overload	1-2	3	4	5+
1	\$60	\$120	\$160	\$200
2	\$105	\$210	\$280	\$350
3	\$150	\$300	\$400	\$500

Proration of time:

- Substitute time per month would be prorated so that there would be 40% for the first hour, 70% for the second hour, and full time after three hours.
- Excluding September, the payments will apply to any month in which there is an overload exceeding five school days.

Documentation:

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

Section 3 – Special Education Student Assignments

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

Section 4 – Special Education Caseloads and Class Size

The numbers provided below are preferred class-size ranges for special education programs. As class-sizes begin to exceed the ranges, it may be necessary to review program capacity to determine whether additional supports may be necessary.

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

- Additional staffing
- Instructional support or clerical assistance.
- Additional equipment, supplies, and materials or funds to support individual professional development.
- Release time to the employee.

- Release employee from non-sped related responsibilities
- Other mutually agreed upon solution(s).

ELEMENTARY SCHOOL	
Early Primary	10 - 15
EBD	10 - 15
FOSS	10 - 16
Structured	10 - 16
ILC 1	10 - 15
ILC 2	10 - 16
ILC 3	10 - 17

MIDDLE SCHOOL	
EBD	10 - 17
FOSS	10 - 17
Structured	10 - 15
ILC 1	10 - 15
ILC 2	10 - 16
RESOURCE	15 - 19

HIGH SCHOOL	
EBD	10 - 18
ILC 1	10 - 15
ILC 2	10 - 16
ILC 3	10 - 18
RESOURCE	15 - 19

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

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

When a resource room teacher's caseload exceeds thirty-five (35) students, the employee and the Executive Director of Special Services (or his/her designee), shall confer and develop a plan of action within five (5) working days. The parties will initiate the plan of action within five (5) working days of said conference. The options to consider are found in Article 42, Section 5 of this Agreement.

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

Section 5 – ESA Caseload

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

The following procedure shall be followed when an employee believes his/her caseload is excessive:

1. The certificated employee expresses a concern about his/her caseload to his/her assigned administrative supervisor.
2. The certificated employee and the administrator shall try to reach a mutually agreeable solution. It may be necessary to confer with other administrators, or the Executive Director of Special Services.

The parties shall confer and develop a plan of action within five (5) working days. The parties shall initiate the plan of action within six (6) working days of said conference.

Options to consider for a plan of action may include but are not limited to:

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

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

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

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

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

Section 7 – Workload Issues

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

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

Section 8 - Advisory

The format (i.e. days, times, and presentation) of advisory will be a building decision and determined by a consensus of all building employees in collaboration with building administration. The format will be reviewed by the building employees and administration every year. Staff shall not be required to develop the curriculum.

Section 9 – Building Leadership Teams

Agendas will be distributed to staff at least 24 hours before the meeting and minutes will be distributed within 48 hours after the meeting.

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

Section 10 – WA Kids/Teaching Strategies Gold (TSGold)

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

Additionally, each employee will receive:

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

ARTICLE 43 CALENDARS

School year calendars will contain the following provisions:

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

School year calendar parameters shall be set forth as follows:

- (a) The District will share draft calendar options through the Contract Maintenance Meeting no later than December of each school year. The purpose will be to collaborate and seek input from the Association prior to the District finalizing calendar options.
- (b) The Association recommendation is due to the District within 30 days.
- (c) The calendar for the following school year will be announced by March 15th of each school year.
- (d) The first required staff day shall be no earlier than September 1.

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

ARTICLE 44 DUPLICATION AND DISTRIBUTION

As soon as is reasonable following ratification and execution of this Agreement, the District shall provide copies of the Agreement in sufficient number for each member of the bargaining unit, plus two hundred (200) copies each for the District and the Association. The Association shall be responsible for distribution of the Agreement to members of the bargaining unit who are District employees at the time of execution or the first day of school, whichever is later. The District shall provide copies to employees hired thereafter. Two original signature hard copies of the Agreement will be made with one held by the District and the other held by the Association.

Preparation of photo-ready forms shall be done by the District. The Agreement will include an index. Proofreading shall be done mutually by the District and the Association. All costs shall be mutually agreed upon and shared equally by the District and the Association.

ARTICLE 45 COMPLIANCE

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

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

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

ARTICLE 46 STATUS OF THE AGREEMENT

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

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

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

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

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

ARTICLE 47 EMPLOYEE FACILITIES

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

Each site will provide ESAs with a workspace that includes, at a minimum, a table, chair, and locking file storage.

ARTICLE 48 SUBSTITUTES

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

- (A) Substitutes who have been employed for twenty (20) consecutive days in the same position shall on the twenty-first (21) day in said position and thereafter while in said position be paid based on the certificated salary schedule appropriate to their education and experience.
- (B) Substitute teachers who have been employed for thirty (30) consecutive days in an open position will receive per diem and benefits limited to medical and dental coverage until the position is filled. If the substitute teacher is absent from their assignment due to illness, emergency or bereavement, it shall not be considered a break in his/her consecutive days of employment.
- (C) The substitute teacher's daily rate of pay will not be less than one hundred forty dollars (\$140.00) per day. Substitutes will receive incentive pay after 50, 70, and 90 days of work. Employees with continuing or non-continuing contracts will be compensated for substitute work done outside their contract day at one hundred fifty dollars (\$150.00) per day or a relative portion thereof.
- (D) Upon completion of the school year, substitutes who meet the following criteria shall receive one of the following lump sum payments in July; subject to all federal, state, and employee requested withholdings and deductions:
 - \$200 for working the equivalency of fifty (50) full days; or
 - \$300 for working the equivalency of seventy (70) full days; or
 - \$400 for working the equivalency of ninety (90) or more full days
- (E) The District will supply the Association with a substitute teacher work list upon request. In return, the Association will recommend those substitute teachers whom the Association feels have qualified as represented substitute teachers.
- (F) The District will not use scheduling to prevent a substitute teacher from achieving represented status. Failure to employ or not to re-employ a substitute teacher by the District is not subject to the provisions of this contract; shall not be considered a disciplinary action and is not grievable.
- (G) The District will not require student teachers to substitute during their student teaching.
- (H) It is agreed that substitutes work on-call and have no guarantee of employment on a day-to-day basis.

ARTICLE 49 SAFE, CIVIL, HEALTHY, AND SECURE WORKPLACE

Section 1 – Harassment

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

Section 2 – Assault on an Employee

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

Section 3 – Student Electronic Nuisance Behavior

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

Section 4 – Verbal Abuse and Vulgar or Lewd Conduct

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

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

Section 5 – Internet Defamation and Harassment

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

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

Section 6 – False Accusations

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

Section 7 – Civil and Criminal Action

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

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

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

Section 8 – Whistleblower Protection

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

Section 9 – Safe and Healthy Work Environment

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

ARTICLE 50 DURATION

This Agreement shall be in full force and effect from September 1, 2020 to August 31, 2023.

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

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

DATED this ____ day of _____, 2021,
for the BETHEL EDUCATION ASSOCIATION.

for DATED this ____ day of _____, 2021,
for the BETHEL SCHOOL DISTRICT #403.

By: _____ Signature on file _____
President

By: _____ Signature on file _____ (2021)
President

APPENDIX A ARTICLES OF AGREEMENT APPLICABLE TO REPRESENTED SUBSTITUTES

BETHEL PUBLIC SCHOOLS

ARTICLES OF AGREEMENT APPLICABLE TO REPRESENTED SUBSTITUTES

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

ARTICLE	1	RECOGNITION
ARTICLE	2	MANAGEMENT
ARTICLE	3	ASSOCIATION RIGHTS
ARTICLE	5	DEDUCTIONS
ARTICLE	8	RIGHTS OF EMPLOYEES
ARTICLE	9	NO STRIKE/LOCKOUT
ARTICLE	10	GRIEVANCE PROCEDURE
ARTICLE	11	ACADEMIC FREEDOM & RESPONSIBILITY
ARTICLE	14	STUDENT DISCIPLINE
ARTICLE	16	RESPONSIBILITY FOR CARE OF SCHOOL PROPERTY
ARTICLE	18	WORKING PERIODS (except Sections 2, 3, 4 and 5)
ARTICLE	25	SALARY MATTERS
ARTICLE	27	TRAVEL AND REIMBURSEMENT
ARTICLE	28	GROUP INSURANCE
ARTICLE	31	STAFF PROTECTION
ARTICLE	42	EMPLOYEE FACILITIES
ARTICLE	44	WORKLOAD
ARTICLE	45	CALENDARS
ARTICLE	46	DUPLICATION AND DISTRIBUTION
ARTICLE	48	STATUS OF THE AGREEMENT
ARTICLE	50	SUBSTITUTES
ARTICLE	52	DURATION

APPENDIX B CALENDAR

STUDENT CALENDAR 2020-2021



Please note: Dates are subject to change due to the ongoing uncertainty of the Covid-19 pandemic.

1 - Waiver Day #1 - No Students 2 - PD Day #1 - No Students 3 - First Day of School 7 - Labor Day - No School 25 - PD Day #2 - No Students	SEPTEMBER					MARCH					10, 31 - Late Arrival 19 - Elem/MS/HS Grade Prep Early Dismissal (K-12) 22 - 26 - Elem Conference Week Early Dismissal (K-5) 24 - 26 - Secondary Conferences Early Dismissal (6-12)
	M	T	W	T	F	M	T	W	T	F	
		1	2	3	4	1	2	3	4	5	
	7	8	9	10	11	8	9	10	11	12	
	14	15	16	17	18	15	16	17	18	19	
	21	22	23	24	25	22	23	24	25	26	
	28	29	30			29	30	31			
22 - Elem/MS/HS Grade Prep Early Dismissal (K-12) 23 - Waiver Day #2 - No Students 26 - 30 - Elem Conference Week Early Dismissal (K-5) 28 - 30 - Secondary Conferences Early Dismissal (6-12)	OCTOBER					APRIL					5 - 9 - Spring Break 14, 21, 28 - Late Arrival
	M	T	W	T	F	M	T	W	T	F	
				1	2				1	2	
	5	6	7	8	9	5	6	7	8	9	
	12	13	14	15	16	12	13	14	15	16	
	19	20	21	22	23	19	20	21	22	23	
	26	27	28	29	30	26	27	28	29	30	
11 - Veterans Day - No School 25-27 - Thanksgiving Break <i>Beginning in December the calendar may be adjusted depending on the status of the pandemic or changes in the learning model.</i>	NOVEMBER					MAY					19 - Late Arrival 28 - Snow Make-up Day/Covid or No School 31 - Memorial Day - No School
	M	T	W	T	F	M	T	W	T	F	
	2	3	4	5	6	3	4	5	6	7	
	9	10	11	12	13	10	11	12	13	14	
	16	17	18	19	20	17	18	19	20	21	
	23	24	25	26	27	24	25	26	27	28	
	30					31					
2, 16 - Late Arrival 8 - MS/HS End of 1st Trimester Grade Prep - Early Dismissal (6-12) 9 - PL Day #1 - No Students 21 - Jan 1 - Winter Break	DECEMBER					JUNE					2 - Late Arrival 16 - Elem/MS/HS Grade Prep Early Dismissal (K-12) 22 - Last Day of School Early Dismissal (All Grades)
	M	T	W	T	F	M	T	W	T	F	
		1	2	3	4		1	2	3	4	
	7	8	9	10	11	7	8	9	10	11	
	14	15	16	17	18	14	15	16	17	18	
	21	22	23	24	25	21	22	23	24	25	
	28	29	30	31		28	29	30			
6, 13, 20 - Late Arrival 18 - Martin Luther King, Jr Day No School 27 - PD Day #3 - No Students	JANUARY					JULY					2 - Late Arrival 16 - Elem/MS/HS Grade Prep Early Dismissal (K-12) 22 - Last Day of School Early Dismissal (All Grades)
	M	T	W	T	F	M	T	W	T	F	
					1				1	2	
	4	5	6	7	8	5	6	7	8	9	
	11	12	13	14	15	12	13	14	15	16	
	18	19	20	21	22	19	20	21	22	23	
	25	26	27	28	29	26	27	28	29	30	
2 - Elementary End of 2nd Qtr Grade Prep - Early Dismissal (K-5) 3, 10, 24 - Late Arrival 12 - Snow Make-up Day/Covid or No School 15 - President's Day - No School 16 - PL Day #2 - No Students	FEBRUARY					AUGUST					Elementary = Grades K-5* Middle School = Grades 6-8 High School = Grades 9-12 Student Calendar = 178 school days for students and 3 waiver days for teachers. *Elk Plain School of Choice follows elementary schedules.
	M	T	W	T	F	M	T	W	T	F	
	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	
						30	31				

— KEY —

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

8.24.2020 vB

APPENDIX C CERTIFICATED SALARY SCHEDULE



2020-21 BEA SALARY SCHEDULE

9/1/20

	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16-19	20-24	25-27	28
BA + 0	Base Pay	42,407	42,978	43,521	44,082	44,632	45,168	45,724	46,271	46,838										
	TRI - Responsibility	6,464	6,622	6,771	6,922	7,071	7,220	7,368	7,516	7,664										
	Core Training	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000										
	3 Professional days	707	717	726	735	744	753	762	771	780										
	Back to School Prep	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000										
	Technology	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000										
	Total	54,578	55,317	56,018	56,739	57,447	58,232	58,984	59,708	60,398										
BA + 15	Base Pay	44,139	44,694	45,266	45,868	46,468	47,168	47,760	48,410	49,091	52,063									
	TRI - Responsibility	6,777	6,938	7,088	7,246	7,411	7,583	7,748	7,924	8,099	8,056									
	Core Training	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000									
	3 Professional days	726	736	745	755	765	775	785	795	805	806									
	Back to School Prep	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000									
	Technology	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000									
	Total	56,056	56,813	57,527	58,267	59,044	59,808	60,524	61,272	62,003	65,987									
BA + 30	Base Pay	45,341	45,909	46,493	47,103	47,688	48,288	48,888	49,348	50,947	52,637	54,348								
	TRI - Responsibility	7,101	7,265	7,420	7,578	7,746	7,905	8,070	8,355	8,797	9,253	9,723								
	Core Training	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000								
	3 Professional days	746	756	766	775	786	795	805	823	850	878	906								
	Back to School Prep	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000								
	Technology	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000								
	Total	57,588	58,382	59,095	59,846	60,635	61,388	62,163	62,926	64,594	67,768	69,977								
BA + 45	Base Pay	46,583	47,246	47,873	48,530	49,196	49,869	50,516	51,254	51,950	58,255	60,094	60,094	60,094	60,094	60,094	60,094	60,094	60,094	60,094
	TRI - Responsibility	7,426	7,604	7,785	7,955	8,133	8,315	8,501	8,611	8,785	9,766	10,268	10,268	10,268	10,268	10,268	10,268	10,268	10,268	10,268
	Core Training	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
	3 Professional days	766	777	788	798	809	820	832	851	880	909	940	971	1,002	1,002	1,002	1,002	1,002	1,002	1,002
	Back to School Prep	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
	Technology	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
	Total	59,121	59,964	60,819	61,626	62,472	63,331	64,202	65,076	65,919	70,184	72,563	72,563	72,563	72,563	72,563	72,563	72,563	72,563	72,563
BA + 90	Base Pay	47,739	48,438	49,139	49,841	50,541	51,241	51,941	52,641	53,341	62,427	64,469	66,560	68,653	70,449	71,858	71,858	71,858	71,858	71,858
	TRI - Responsibility	8,468	8,657	8,834	9,003	9,186	9,365	9,543	9,722	9,901	10,863	11,382	11,922	12,481	13,053	13,625	14,112	14,497	15,443	16,979
	Core Training	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
	3 Professional days	830	841	852	862	874	885	895	916	945	976	1,008	1,041	1,075	1,110	1,145	1,175	1,198	1,198	1,198
	Back to School Prep	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
	Technology	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
	Total	61,207	62,095	62,983	63,871	64,759	65,647	66,535	67,423	68,311	74,350	76,762	79,174	81,586	83,998	86,410	88,822	91,234	93,646	96,058
*BA + 135	Base Pay	52,033	52,883	53,561	54,241	54,939	55,640	56,311	57,586	58,475	61,416	63,412	65,460	67,593	69,778	72,045	73,920	75,397	75,397	75,397
	TRI - Responsibility	9,137	9,321	9,508	9,692	9,882	10,074	10,256	10,605	11,117	11,649	12,195	12,752	13,332	13,927	14,549	15,057	15,464	16,428	18,009
	Core Training	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
	3 Professional days	871	882	893	905	916	928	939	960	992	1,024	1,057	1,091	1,127	1,163	1,201	1,232	1,257	1,257	1,257
	Back to School Prep	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
	Technology	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
	Total	67,211	68,086	68,962	69,838	70,713	71,589	72,465	73,341	74,217	78,681	81,093	83,505	85,917	88,329	90,741	93,153	95,565	97,977	100,389
MA + 0	Base Pay	50,843	51,408	51,977	52,516	53,082	53,655	54,245	54,849	55,349	58,338	60,686	62,586	64,560	66,605	68,709	70,495	71,904	71,904	71,904
	TRI - Responsibility	8,763	8,920	9,074	9,219	9,375	9,534	9,694	9,856	9,996	10,467	10,947	11,449	11,969	12,507	13,064	13,636	14,124	14,510	15,451
	Core Training	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
	3 Professional days	848	857	867	876	885	895	905	923	952	981	1,012	1,044	1,076	1,111	1,146	1,175	1,199	1,199	1,199
	Back to School Prep	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
	Technology	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
	Total	64,614	65,345	66,018	66,661	67,316	67,983	68,661	69,349	70,047	74,305	76,642	79,079	81,516	83,953	86,390	88,827	91,264	93,701	96,138
MA + 45	Base Pay	54,659	55,264	55,821	56,351	56,942	57,504	58,074	58,649	59,211	61,022	62,869	64,770	66,759	68,799	70,891	73,131	75,033	76,533	76,533
	TRI - Responsibility	9,806	9,972	10,121	10,268	10,427	10,583	10,737	11,053	11,541	12,045	12,562	13,106	13,664	14,233	14,844	15,362	15,772	16,752	18,356
	Core Training	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
	3 Professional days	911	922	931	940	950	959	968	988	1,018	1,048	1,080	1,113	1,147	1,182	1,219	1,251	1,276	1,276	1,276
	Back to School Prep	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
	Technology	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
	Total	70,474	71,236	71,973	72,655	73,311	73,972	74,628	75,279	75,925	80,067	82,319	84,571	86,823	89,075	91,327	93,579	95,831	98,083	100,335
MA + 90 or Doc	Base Pay	57,120	57,701	58,291	58,882	59,491	60,103	60,684	61,516	62,805	65,749	67,743	69,791	71,925	74,109	76,377	78,363	79,929	79,929	79,929
	TRI - Responsibility	10,478	10,637	10,796	10,958	11,124	11,291	11,449	11,785	12,301	12,833	13,374	13,934	14,514	15,110	15,728	16,269	16,699	17,721	19,397
	Core Training	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
	3 Professional days	952	962	972	982	992	1,002	1,012	1,032	1,064	1,096	1,130								

APPENDIX D-1 STIPEND FACTOR TABLE

BEA STIPEND FACTOR TABLE 2020-2023

Activities	Sr High	M.S	Elem	District	Dist Voc	Dist SpEd
Art Teachers				Fixed		
ASB/Leadership Coordinator	2.87268	1.74934				
AV Coordinator		1.00000				
Class Advisor	1.00000					
Co-Curricular Dance			1.74934			
CTE Student Advisors (CTSO)	1.84813	1.84813			1.84813	
Curriculum Chair				2.87268		
Curriculum Leader	2.87268	2.87268				
Debate Assistant	1.74934		1.74934			
Debate Head	2.87268					
Drama	3.99735		1.74934			
Ed Specialist				1.00000		
Elementary School Leadership			1.00000			
EL Teachers				Fixed		
Journalism	2.87268					
MS Club Stipend		Fixed				
Music Band	3.99735	2.87268	Fixed			
Music Choral	2.87268	2.87268	Fixed			
Music Orchestra	2.87268	2.87268	Fixed			
Music Band/Assistant	Fixed					
Music Band/Pep	Fixed					
Music Band/Jazz		Fixed				
Theater Manager	Fixed					
Photography	1.00000					
Self-Contained SpEd						Fixed
Special Olympics Head						1.74934
Student Publications		1.74934				
Video Production Coordinator	1.74934					
Yearbook	2.87268					

Index Stipend amount =

\$1.137 x 2% = \$1,159

Challenger Stipend Schedule			
Activities	# of Stipends	Index Factor	Stipend Amount
ASB/Senior Class Advisor	1	1.00000	\$1,159
Team Leader	3	1.52672	\$1,770
Yearbook	1	1.00000	\$1,159
Online Academy Stipend Schedule			
Activities	# of Stipends	Index Factor	Stipend Amount
Team Leader	3	1.52672	\$1,770
Instructional Lead Stipends	3		

APPENDIX D-2 STIPEND SCHEDULE

Bethel School District No.403

BEA Stipend Schedule

Index Stipend \$ 1,159

	Activities	Sr High	M.S	K-8	Elem	District	Dist Voc	Dist SpEd
	ASB / Leadership Coordinator	\$3,330	\$2,028	\$-	\$-	\$-	\$-	\$-
	Advisory Council Technology (ACT)	\$-	\$-	\$-		\$1,200	\$-	\$-
*	Athletic Coordinator	\$-	\$8,160	\$-	\$-	\$-	\$-	\$-
	AV Coordinator	\$-	\$1,159	\$-	\$-	\$-	\$-	\$-
	Class Advisor	\$1,159	\$-	\$-	\$-	\$-	\$-	\$-
	Co-Curricular Dance	\$-	\$-	\$4,330	\$2,028	\$-	\$-	\$-
	CTE Student Advisor (CTSO)	\$-	\$2,142	\$-	\$-	\$-	\$2,142	\$-
	Curriculum Chair	\$-	\$-	\$-	\$-	\$3,330	\$-	\$-
	Curriculum Leader	\$3,330	\$3,330	\$-	\$-	\$-	\$-	\$-
	Debate Assistant	\$2,028	\$-	\$2,028	\$2,028	\$-	\$-	\$-
	Debate Head	\$3,330	\$-	\$-	\$-	\$-	\$-	\$-
	Drama	\$4,634	\$-	\$4,330	\$2,028	\$-	\$-	\$-
	Ed Specialist	\$3330	\$3330					
	English Language							\$700
	Elementary School Leadership	\$-	\$-	\$1,159	\$1,159	\$-	\$-	\$-
	Journalism	\$3,330	\$-	\$-	\$-	\$-	\$-	\$-
	Middle School Club Stipend (4)	\$-	\$765	\$-	\$-	\$-	\$-	\$-
**	Music Band	\$4,634	\$3,330	\$4,330	\$1,000	\$-	\$-	\$-
**	Music Choral	\$3,330	\$3,330	\$4,330	\$1,000	\$-	\$-	\$-
**	Music Orchestra	\$3,330	\$3,330	\$4,330	\$1,000	\$-	\$-	\$-
	Music Band/Assistant	\$2,000	\$-	\$-	\$-	\$-	\$-	\$-
	Music Band/Pep	\$1,500	\$-	\$-	\$-	\$-	\$-	\$-
	Music Band/Jazz	\$-	\$1,500	\$-	\$-	\$-	\$-	\$-
	Theater Manager	\$1,500	\$-	\$-	\$-	\$-	\$-	\$-
	Photography	\$1,159	\$-	\$-	\$-	\$-	\$-	\$-
	Self-Contained Special Education							\$1,000
	Special Olympics Head	\$-	\$-	\$-	\$-	\$-	\$-	\$2,028
	Student Publications	\$-	\$2,028	\$-	\$-	\$-	\$-	\$-
	Video Production Coordinator	\$2,028	\$-	\$-	\$-	\$-	\$-	\$-
	Yearbook	\$3,330	\$-	\$-	\$-	\$-	\$-	\$-

The following elementary band and orchestra employees are grandfathered at the previous contract stipend level:

Armstrong, Matthew
Neely (Bill), Allison
Debolt, Gianna
Dowd, Caryl
Franz, Dina
Geyer, Peter

Hemenway, Monica
Hoye, Michael
Johnson, Brett
Kortuem, Ursula
Mercer, Michael
Molinek, Cammy

Olson, Katrina
Olson, Mary
Pelandini, Rebecca
Rohwer, Jamie
Smith, Amanda

Supplemental Service Agreement submitted by:

*Director of Athletics **Director of Arts Education

APPENDIX D-3 SUPPLEMENTAL STIPEND SCHEDULE

SUPPLEMENTAL STIPEND SCHEDULE

ACTIVITIES STIPENDS

<u>HIGH SCHOOL</u>	<u>MIDDLE SCHOOL</u>	<u>ELEMENTARY</u>	<u>OTHER</u>
Video Production Coord. Class Advisor ASB/Leadership Coordinator Dance Debate Assistant Debate Head Sr. High Dept. Head Drama Journalism Music Band Music Choral Music Orchestra Photography Yearbook Challenger Stipends Ed Specialist Theater Manager	Athletic Coordinator AV Coordinator ASB/Leadership Coordinator Curriculum Leader Music Band Music Choral Music Orchestra Student Publications Club 1 - \$765.00 Club 2 - \$765.00 Club 3 - \$765.00 Club 4 - \$765.00 Ed Specialist	Dance Music Band Music Choral Music Orchestra School Leadership Team Drama	Curriculum Chair CTSO Advisor 7-12 SPED Self-Contained Special Olympics Head Coach English Language ACT

There will be a minimum of six (6) curriculum leaders at each Senior High and four (4) at each Middle School. Challenger Secondary School will have a minimum of three (3) instructional lead stipends. Each elementary school will have a minimum of six (6) School Leadership Team members.

EXTENDED SEASON – Debate coaches whose teams participate in extended seasons because of the sanctioned post-season activities will be compensated in the following manner:

- (A) Coaches will be paid at the per diem rate based on the coaching stipend and the length of the season.
- (B) To receive the per diem rate, the coach must have a minimum of five team members participating in the extended season. Any number of members less than five shall be calculated on a fractional amount of the per diem rate, i.e., two team members equals 2/5 times the per diem rate.
- (C) Extended season compensation will be paid for practice on school days, if such practice occurs beyond the normal workday and is in addition to practices normally held for the activity, and for event days only.
- (D) Teams whose post-season activities are not continuous with the regular season will be compensated for one week of practice prior to the event.

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

Career and Technical Student Organization (CTSO) advisors may receive, in addition to their stipend, one hundred dollars (\$100) per day up to a total of five hundred dollars (\$500) per contracted year (Example: September 1 - August 31) to accompany qualified student(s) to state and national competitions that require overnight stays on non-contracted days.

ACTIVITY	2020-2023
District-Approved curriculum/committee work	\$40 per hour
Summer School/Extended Day Learning Support/Credit Retrieval	\$42 per hour
Trainers from outside the building (or in excess of training hours).	\$60 per hour
University Credit Course	\$60 per hour instruction & planning Team Teaching: \$40 per hour
District Sponsored Courses	\$60 per hour instruction & planning Team Teaching: \$40 per hour Per Diem if on supplemental contract
District Sponsored Presentations During Contract Time	Planning Time only at \$30 per hour Team Teaching: \$25 per hour
Art Teachers assigned to setup/attend Art/Tech Fair	85 \$40 per hour, maximum four (4) hours

**Guidelines for Certificated Professional Development Instructor Compensation Rates*

Type of Training	Rate of Pay (Certificated Staff)
University Credit Course: University credit courses are core courses that Bethel School District sponsors as part of its professional development program. The instructor has adjunct faculty status through an established university and offers the course as graduate level credit. The instructor creates the syllabus and has it approved, grades participants' course work and assigns final grades.	\$60.00 per hour of instruction. Planning time at \$60.00 per hour equal to half of total class time for a new class. Planning time for repeated classes equal to one quarter of total class time. <u>Team teaching:</u> \$40.00 per hour
District Sponsored Courses: District offerings are core courses that Bethel School District sponsors as part of its professional development program. Credits and/or clock hours are offered through District program directors. Final grades assigned by the instructor.	\$60.00 per hour of instruction. Planning time at \$60.00 per hour equal to half of total class time for a new class. Planning time for repeated classes equal to one quarter of total class time. <u>Team teaching:</u> \$40.00 per hour of instruction. Planning time at \$40.00 per hour equal to half of total class time for new class. Planning time for repeated classes equal to one quarter of total class time. If enrollment is at or above 30 participants, \$40.00 per hour for team teaching. Per diem rate if instructor is under a supplemental contract.
District Sponsored Presentations During Contract Time: District sponsored presentations require pre-approval by the Curriculum and Instruction Department.	Planning time only at \$30.00 per hour equal to half of total presentation time. <u>Team teaching:</u> \$25.00 per hour

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

APPENDIX E-1 PSYCHOLOGISTS

CRITERIA FOR THE EVALUATION OF CERTIFICATED SUPPORT PERSONNEL *PSYCHOLOGISTS*

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

Recommended Indicators of the Standards of Performance Required

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

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

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

Recommended Indicators of the Standards of Performance Required

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

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

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

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

Recommended Indicators of the Standards of Performance Required

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

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

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

Recommended Indicators of the Standards of Performance Required

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

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

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

Recommended Indicators of the Standards of Performance Required

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

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

APPENDIX E-2 COUNSELORS

CRITERIA FOR THE EVALUATION OF CERTIFICATED SUPPORT PERSONNEL COUNSELORS

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

Recommended Indicators of the Standards of Performance Required

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

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

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

Recommended Indicators of the Standards of Performance Required

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

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

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

Recommended Indicators of the Standards of Performance Required

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

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

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

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

Recommended Indicators of the Standards of Performance Required

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

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

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

Recommended Indicators of the Standards of Performance Required

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

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

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

APPENDIX E-3 SCHOOL NURSES

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

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

Recommended Indicators of the Standards of Performance Required

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

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

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

Recommended Indicators of the Standards of Performance Required

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

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

- (3) Performs efficiently in emergency situations

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

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

Recommended Indicators of the Standards of Performance Required

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

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

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

Recommended Indicators of the Standards of Performance Required

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

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

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

Recommended Indicators of the Standards of Performance Required

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

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

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

APPENDIX E-4 LEARNING RESOURCE SPECIALISTS

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

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

Recommended Indicators of the Standards of Performance Required

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

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

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

Recommended Indicators of the Standards of Performance Required

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

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

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

Recommended Indicators of the Standards of Performance Required

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

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

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

Recommended Indicators of the Standards of Performance Required

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

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

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

Recommended Indicators of the Standards of Performance Required

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

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

APPENDIX E-5 SPEECH LANGUAGE PATHOLOGIST

CRITERIA FOR THE EVALUATION OF CERTIFICATED SUPPORT PERSONNEL SPEECH LANGUAGE PATHOLOGIST

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

Recommended Indicators of the Standards of Performance Required

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

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

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

Recommended Indicators of the Standards of Performance Required

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

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

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

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

Recommended Indicators of the Standards of Performance Required

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

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

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

Recommended Indicators of the Standards of Performance Required

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

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

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

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

Recommended Indicators of the Standards of Performance Required

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

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

APPENDIX E-6 SOCIAL WORKERS

CRITERIA FOR THE EVALUATION OF CERTIFICATED SUPPORT PERSONNEL SOCIAL WORKERS

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

Recommended Indicators of the Standards of Performance Required

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

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

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

Recommended Indicators of the Standards of Performance Required

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

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

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

Recommended Indicators of the Standards of Performance Required

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

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

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

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

Recommended Indicators of the Standards of Performance Required

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

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

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

Recommended Indicators of the Standards of Performance Required

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

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

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

APPENDIX E-8 EVALUATOR'S SUMMARY COMMENTS

Bethel Public Schools
Evaluator's Summary Comments
School Year _____

Name of Employee _____ Location _____
Assignment _____

Type: Annual ☐
Other ☐ _____

Signature of Evaluator Date

I have received a copy of this report.

Signature of Employee Date

Statement of employee attached: ☐

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

APPENDIX F-1 CERTIFICATED LEAVE RECORD

Bethel School District #403

CERTIFICATED LEAVE RECORD

This form is to be used for certain leaves as covered in ARTICLES 33, 34, and 35*. **Do not use for personal illness, doctor/dental appointments, or jury duty.** (See the collective bargaining agreement for complete definitions and restrictions.) *Article 35 "for causes over which the employee has no control"

Name _____ Location _____ Employee ID _____

Is a substitute required? _____ AESOP confirmation number _____

CHECK APPROPRIATE BOX, ENTER DATE(S), AND EXPLANATION

Date(s) of absence

- | | | |
|--------------------------|--|-------|
| <input type="checkbox"/> | Article 33 Bereavement Leave - maximum 4 days (immediate family; please note below family relationship) | _____ |
| | Bereavement Leave – maximum 1 day (very close friend or relative, not immediate family) | _____ |
| <input type="checkbox"/> | Article 34 Short Term Leave Without Pay (up to two days or with prior approval up to five days) | _____ |
| | Article 35 Emergency Leave (Section 1): (maximum 3 days) | |
| <input type="checkbox"/> | Section 1 – (A) Receiving an advanced degree | _____ |
| <input type="checkbox"/> | Section 1 – (B) Complying with court ordered presence
(court order/summons must be attached) | _____ |
| <input type="checkbox"/> | Section 1 – (C) Officially constituted hearing | _____ |
| <input type="checkbox"/> | Section 1 – (D) Situations of emergency nature
(i.e. car accident, fire, water damage, electrical failure, emergency home service call) | _____ |
| <input type="checkbox"/> | Article 35 Personal Leave – (Section 2) Notice of intent to use this leave shall be made to the immediate supervisor five (5) days prior to intended use. | _____ |

Provide explanation

(*except for Personal Leave*) _____

I CERTIFY THAT THIS IS AN ACCURATE STATEMENT OF MY USE OF LEAVE:

Employee's signature _____ Date _____

SUPERVISOR:

☐ **Approved** ☐ **Not Approved**

Comments:

Supervisor's signature _____ Date _____

SUPERINTENDENT OR DESIGNEE:

☐ **Approved** ☐ **Not Approved**

Approval signifies leave request falls within contract guidelines only and is not intended to verify that employee has adequate number of days available.

Superintendent or designee comments:

Superintendent or designee signature _____ Date _____

APPENDIX F-2 REQUEST FOR SHARED LEAVE

REQUEST FOR SHARED LEAVE

*Must reach Personnel by the
15th to take effect that month

TO: Administrator, Human Resources

FROM: Name _____ Location: _____
(Employee – please print or type)

I wish to become an eligible recipient of shared leave under the provision of RCW 41.04.

- **I have read and understand the criteria which will be used in determining my eligibility to participate in this program.**
- **This application is accompanied by documentation (form attached) from a licensed physician or other authorized health care practitioner verifying the severe to extraordinary nature and expected duration of the condition which necessitated this request.**
- **I understand that if leave sharing is approved, continued wage/salary is contingent upon the donation of leave hours from others.**

Recipient Signature

Date

FOR HUMAN RESOURCES OFFICE USE ONLY

REQUEST APPROVED _____ **REQUEST DENIED** _____

COMMENTS: _____

Signature – Human Resources Administrator

Date

APPENDIX F-3 REQUEST FOR SHARED LEAVE

BETHEL PUBLIC SCHOOLS SHARED LEAVE PROGRAM CRITERIA

Note: Employee must submit a Leave of Absence Request/Notification form prior to, or concurrent with, a request for shared leave. A request for shared leave cannot be processed until the proper documents have been submitted.

RECIPIENT ELIGIBILITY

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

The employee's job is one in which sick and/or annual vacation leave can be accrued and used

1. The employee is not eligible for time loss compensation under Chapter 51.32 RCW (workers compensation);
2. The employee's use of sick leave has conformed with District policies;
3. The employee has exhausted, or will exhaust, his or her sick leave and annual leave;
4. The employee's absence and use of shared leave are justified (see "Documentation" below);
5. The employee's condition is severe or extraordinary in nature such that it is life threatening.
(BEA – Article 33 Section 3)

DOCUMENTATION (WAC 392-126-095)

The District shall require the employee or his/her legal representative to submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner certifying that the employee's condition is severe or extraordinary in nature, and the expected duration of the employee's absence due to the condition.

CALCULATION OF SHARED LEAVE BENEFIT – PRORATION:

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

APPENDIX F-4 AUTHORIZATION TO TRANSFER LEAVE

BETHEL PUBLIC SCHOOLS AUTHORIZATION TO TRANSFER LEAVE

To: Payroll Department

*Must reach Payroll by the 15th
to take effect that month.

FROM: Name _____ Location _____
(Employee – Please print or type) Position _____

Under the provision of RCW 41.04, I am requesting that you authorize the transfer of leave as indicated below to: _____

(Name of Recipient)

_____ hours of sick leave, OR
_____ hours of annual vacation leave, OR
_____ hours of my personal leave day

I must RETAIN a minimum balance of 20 days sick leave to be eligible to participate in the leave sharing program.

Employees who accrue vacation leave must RETAIN a minimum balance of 10 days of annual vacation leave to be eligible to participate in the leave sharing program.

I have read and understand the criteria on the reverse, which will be used in the determining my eligibility to participate and how it will affect my annual sick/vacation leave balances.

Donor Signature

Date

FOR PAYROLL DEPARTMENT USE ONLY

REQUEST APPROVED _____ REQUEST DENIED _____

COMMENTS: _____

Payroll Signature

Date

Distribution: Recipient (if used), Donor (if used), Recipient file (if used), Donor file (if used)

APPENDIX F-5 AUTHORIZATION TO TRANSFER LEAVE

BETHEL PUBLIC SCHOOLS Shared Leave Program Criteria

RECIPIENT ELIGIBILITY

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

6. The employee's job is one in which sick leave can be accrued and used;
7. The employee is not eligible for time loss compensation under Chapter 51.32 RCW (workers compensation);
8. The employee's use of sick leave has conformed with District policies;
9. The employee has exhausted, or will exhaust, his or her sick leave;
10. The employee's absence and use of shared leave are justified (see "Documentation" below).

DONATION OF SICK LEAVE/ANNUAL LEAVE

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

1. The employee's job is one in which sick leave can be accrued and used;
2. The employee must have accrued more than 20 days of sick leave;
3. The employee may not donate more than six (6) days of sick leave during any 12-month period.
4. The employee may not donate an amount of sick leave that will result in his/her sick leave balance going below 20 days.

An employee may donate **annual vacation leave** if the following conditions are met:

1. The employee must be in a job in which annual leave is accrued;
2. The employee must have accrued more than 10 of annual leave;
3. The employee may not donate an amount of annual vacation leave that will result in his/her annual leave balance going below 10 days.

All leave must be donated voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave.

DOCUMENTATION (WAC 392-126-095)

The District shall require that employee or his/her legal representative to submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner certifying that the employee's condition is severe or extraordinary in nature, and the expected duration of the employee's absence due to the condition.

CALCULATION OF SHARED LEAVE BENEFIT – PRORATION

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

APPENDIX F-6 LEAVE OF ABSENCE REQUEST/NOTIFICATION

Bethel Public Schools

Leave of Absence Request/Notification

To: Human Resources **From:** _____
(Employee – **Please print or type**)

Location: _____ **Position:** _____

I need to be absent for the reason(s) checked below:

- ☐ Medical Leave for:*
- ☐ Myself due to disability due to pregnancy/childbirth
 - ☐ Myself for a condition that renders me unable to perform my job
 - ☐ My spouse, child, or parent with a “serious/terminal health condition”
 - ☐ My child under 18 with a “terminal health condition”

***Note: Medical documentation is required for above reasons.**

- ☐ Child rearing/newly adopted child under 18/new foster child placement
- ☐ Educational leave
- ☐ Overseas teaching experience
- ☐ Working in a professionally related field
- ☐ Travel or rest
- ☐ Relocation of a spouse
- ☐ Other:

Requests for leaves must be in compliance with Bargaining Agreements.

***My first day of absence will be_____ Expected date of return _____**

Employee Signature

Date _____

Personnel Office: ☐ **Approved** ☐ **Denied**

Signature: Personnel Director *(if required)*

Date _____

Comment:

_____ Sick Leave Available _____ Board Date (if required)

- ☐ Personnel Action Form created *(if required)*

Distribution by Human Resources:

White-Human Resources

Yellow-Payroll

Pink-Employee

Goldenrod-Supervisor

MEMORANDUMS OF UNDERSTANDING (MOUs)

1. Team Collaboration Days
2. Advisory Task Force

MEMORANDUM OF UNDERSTANDING MUSIC STIPENDS

The District will review music stipends during the course of this agreement. This includes a review of the current model, amounts, and methods for these stipends. Any change to the existing model detailed in this agreement will be bargained by the parties.

MEMORANDUM OF UNDERSTANDING ADVISORY TASK FORCE

The District will establish and convene a task force in the 2021-22 school year to study the advisory program for the purpose of best serving students. The composition of the task force will include advisory teachers, association representatives, and administration. The task force will submit recommendations for enhancements, alternatives, or resources to the Superintendent or designee for review and possible action. A copy of the recommendations will be provided to the Association.

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