

**TENTATIVE AGREEMENTS**  
**between the**  
**BETHEL EDUCATION ASSOCIATION**  
**and the**  
**BETHEL SCHOOL DISTRICT**

Please note the following:

- Words that are underlined signify proposed new language the Association would like added to the contract.
  - ~~Words that are stricken signify a proposal to delete old language and remove from the contract.~~
  - Words that are not underlined or stricken are current contract language and would stay in the contract.
  - “CCL” means current contract language
  - “MOU” means memorandum of understanding
- .....

*\* The following link(s) and/or legal/policy references **in the contract** 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.*

**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 – Membership**~~

~~Every member of the bargaining unit in the employ of the District shall maintain his or her membership in good standing for the life of this Agreement or alternatively have deducted from his/her salary a representation fee established by the Association.~~

~~Nonmember employees may renew their desire to remain nonmembers at the commencement of each school year. Such renewal letters must be postmarked not later than September 30th of each year. Should any such employee fail to submit said letter within the specified period, he or she shall immediately obtain and maintain membership in good standing with the Association, or as an alternative to membership, have deducted from his or her pay a representation fee established by the Association. Said letters should be sent to:~~

<del>_____ Bethel Education Association _____</del>	<del>_____ Bethel School District _____</del>
<del>_____ 201 43<sup>rd</sup> Ave SE _____</del>	<del>_____ Human Resources _____</del>
<del>_____ Puyallup, WA 98374 _____</del>	<del>_____ 516 East 176<sup>th</sup> St _____</del>
<del>_____ _____</del>	<del>_____ Spanaway, WA 98387 _____</del>

~~Employees who object to the payment of representation fees, based on bona fide religious tenets or teachings of a church or religious body of which said employee is a member, shall have deducted from his/her salary an amount equivalent to the representation fee, which shall be transmitted to a charitable organization mutually agreed to by such employee and the Association. If the employee and the Association are unable to agree on a charitable organization, the organization shall be determined by the~~

~~Public Employment Relations Commission (PERC) provided that such organization shall not be the church or religious body described above. The District shall send the Association verification of such transmittal.~~

### **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 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 – Dues Deductions~~**

~~Upon written authorization of any employee within the bargaining unit, the District shall deduct from the pay of such employee the monthly amount of dues required for membership in the Association, as certified by the Association, and transmit said dues to the treasurer of the Association. 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 provision.~~

~~Authorization and revocation of membership shall continue to be provided to the District on forms authorized and provided to employees. Said revocations shall be presented to the District by September 15.~~

~~Represented substitutes, as defined in Article 1, will be identified by the Association on a monthly basis. Upon written authorization of any represented substitute, Association dues will be deducted from the represented substitute's salary in a manner and amount to be agreed to by the District and the Association.~~

### **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 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.

*Remainder of Article CCL*

## **ARTICLE 10 GRIEVANCE PROCEDURE**

### ***Section 1 – Definition CCL***

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

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

#### ***INTRO AND STEP 1 CCL***

**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 ~~Superintendent~~ Executive Director of Human Resources within ten (10) days after receiving the principal's or immediate administrator's written answer. The ~~Superintendent~~ 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 ~~Superintendent~~ Executive Director shall give written answer to the employee within ten (10) days thereafter.

#### ***REMAINDER OF Article CCL***

## **ARTICLE 11 ACADEMIC FREEDOM**

### ***Section 1 – CCL***

#### ***Section 2 – Curriculum***

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

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

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. Place available instructional materials link here.

### **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. Place link to resource list/point person here.

## **ARTICLE 12 PLANNING TIME**

### **Section 1 – CCL**

#### **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) 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 1/5<sup>th</sup> (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.

## **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.

~~The District shall provide a copy of the student discipline policy to each employee within ten (10) days following the start of school, the employment of a new employee, or the adoption of a new or revised discipline policy.~~

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

~~In September~~ By June 15th of the preceding school year of each school year, each building principal and the teaching staff shall meet to develop, revise, and/or to 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 ## - Communication of Discipline Policies (New section)**

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 ## -Room Clears (New section)**

A room clear will trigger a review of behavior plans, interventions, and create referral to the 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.

### **RESOURCE BANK CCL**

## 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

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 18 WORKING PERIODS **Sections 1 – 3 CCL**

### **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 (TRI); (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.

~~A 1.0 FTE employee (less than full time will be prorated) may work beyond his/her contracted time in Core and Self-Directed Activities totaling up to ten (10) days of additional employee time. For provisional employees\* six (6) of these days shall be Self-Directed and deemed done\*\*. For non-provisional employees, seven (7) of these days shall be Self-Directed and deemed done\*\*.~~

	District Core Training (Time)	Self-Directed & Deemed Done (Responsibility)	District Self-Directed
*Provisional Employees	<del>3 days (21 hours)</del>	<del>6 days (42 hours)</del>	<del>1 day (7 hours)</del>
Non-Provisional Employees	2 days (14 hours)	7 days (49 hours)	1 day (7 hours)

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

~~At least one (1) self-directed day must be used for the annual back to school staff meeting. Staff that neglect to meet this requirement will lose one (1) day of self-directed TRI compensation.~~ 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 ~~entitlement~~ schedule (Appendix D-2 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 ~~the TRI supplemental contract~~ contracts within this section based on the employee's full-time equivalency (FTE).

It is the employee's responsibility to submit his/her ~~TRI~~ 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 completed using the form provided. ~~\*\* Any incorrectly completed forms will be returned to the employee to correct and re-submit within 5 days of receipt. The procedure for submitting the TRI Documentation Form must be covered in a staff meeting no later than March 1<sup>st</sup> of every year.~~

~~TRI~~ 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 ~~TRI~~ agreement and have a purchase order mailed to the college rather than receiving ~~TRI-core training~~ funds for the tuition amount. (See schedule on Appendix D-2 C)

### CORE TRAINING (Responsibility-based)

The responsibility category of core training (see section 5) requires that employees take two core classes (i.e. 2 days or 14 hours) or three classes (i.e. 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. 4 hours of the day will be administrator-directed and 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.

### TECHNOLOGY (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 using around technology for the advantage of our students. The technology responsibility category ~~is to~~ recognizes the efforts of employees to that end.

## **Section 5 CCL**

### **Section 6 – ~~Secondary 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. ~~This work is to be accomplished before and after the student school year on scheduled District business days.~~

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. ~~This work is to be accomplished before and after the student school year on scheduled District business days.~~

### **Sections 7 & 8 CCL**

#### **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 ability to flex some of these days into hourly increments with administrator approval.

Postings for nurses shall include grade level bands of assignment.

#### **Section 10 – Waiver Days**

~~In an effort to improve learning and meet school improvement plans, the The use of waiver day(s) shall be determined by the entire staff and building principal in accordance with State Board of Education waiver allowance.~~

#### **Section 11 – Job Sharing**

~~Employees who job share shall~~

- ~~1) receive a TRI package based on their respective FTE times the amount for which they would qualify in a full-time position~~
- ~~2) share one benefit allocation on a prorated basis~~
- ~~3) with prior principal approval, be eligible to work full LID and supplemental workdays~~

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 12 CCL**

#### **New Section 13 – 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.

#### **New Section 14 - 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 classrooms will have a maximum capacity of 30 students.

**ARTICLE 20 EVALUATION** – *Resource page to include hyperlinks for Danielson Framework, Rubrics, Examples of mid/ending report, setting up notifications, etc.*

#### **Section 1 – General**

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

The purpose of evaluation is to promote improved instruction, professional growth, and effective job-

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

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

Employees may request a change in evaluators by October 15<sup>th</sup>.

## **Section 2 – CCL**

### **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 ~~four (4)~~ 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 (~~through the Evidence Gathering form or~~) through eVal, and shall provide the employee with ~~a copy/e-copy thereof~~ within three (3) days after such report is prepared or within five (5) workdays of the observation. (~~Delivery of this report initiates step four of the Danielson Teacher Evaluation Process (i.e. step 4—teacher reflection and self-assessment), which is due back to the evaluator within five (5) workdays of receipt of the Evidence Gathering form.~~) 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.

### Index of Evaluation Forms

- ~~1. Self Assessment~~
- ~~2. Bethel Teacher Evaluation Process~~
- ~~3. Goal Setting Conference Document~~
- ~~4. Planning Conference Questions~~
- ~~5. Post Observation Conference Questions~~
- ~~6. Post Observation Conference Summary~~
- ~~7. Examples of Evidence & Artifacts~~

*(Remainder of Section CCL)*

### **Section 4 – CCL**

#### **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.

~~See District Danielson Teacher Evaluation Process document for observation and evaluation procedures in appendix.~~

*Remainder of Section - CCL*

### **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.

~~See District Danielson Teacher Evaluation Process document.~~

*Remainder of Section - CCL*

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

*Remainder of Article CCL*

## **ARTICLE 22 EMPLOYEE STAFF REDUCTION**

### **Section 1 – CCL**

#### **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, ~~all the affected employees so affected shall participate~~ be entered in a drawing, by lot, to determine position on the seniority list. The Association ~~and all employees so affected~~ 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 ~~affected employees and~~ the Association to be in attendance. The Association may have up to two representatives present to observe the drawing.

**Section 3 – CCL**

**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.

**Remainder of article CCL**

**ARTICLE 23 ASSIGNMENT AND TRANSFER**

**Sections 1 & 2 – CCL**

**Section 3 – Posting of Vacancies – Association accepts District’s Section 3**

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. ~~If a position becomes available prior to August 1, present employees shall have the opportunity to apply for new positions or vacancies through transfer or reassignment. 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.~~

**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.

**Remainder of Article – CCL**

## 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.

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 – ~~Professional Development Time~~ 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.

Payment for professional development time covered by this section 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.

### ***Section 3 – Late Arrivals (NEW SECTION)***

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 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 (NEW SECTION)***

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 (NEW SECTION)**

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 (NEW SECTION)**

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 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 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**  
**Sections 1 – 13 CCL**

**A-34**

**Section 14 – ESA Prior Related Service Credit**

ESA employees with prior service credit which qualifies will be placed on the salary schedule as provided through legislation. The District shall recognize previous work experience in their profession for all ESA employees.

	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>
<u>ESA</u>	<u>Start at up to 5 years on schedule</u>	<u>Can add up to 3 more and exp Move up to 9</u>	<u>Can add 2 more and move up to 12</u>

**ARTICLE 28 GROUP INSURANCE (From 12/19/19 MOU)**

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 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 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 hours in the school year.
  - c. A school employee who is not anticipated to work at least six hundred thirty hours in the school year becomes eligible for the employer contribution towards SEBB benefits on the date they actually worked six hundred thirty hours in the school year.
  - d. A school employee who is not anticipated to work six hundred thirty hours within the school year because of the time of year they are hired but is anticipated to work at least six hundred thirty hours the next school year, establishes eligibility for the employer contribution toward SEBB benefits as of their first working day if they are:
    - i. A nine to ten month school employee anticipated to be compensated for at least seventeen and one-half hours a week in six of the last eight weeks counting backwards from the week that contains the last day of school; or
    - ii. A twelve month school employee anticipated to be compensated for at least seventeen and one-half hours a week in six of the last eight 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 hours in each of previous two school years; and
  - b. Are returning to the same type of position (teacher, paraeducator, food service worker, custodian, etc.) or combination of positions with 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 substituted 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 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 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 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 15 days after the date of the letter before coverage stops.

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

dental, or vision coverage. These benefits will be provided for a maximum of 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**

1. The employer contribution toward school employees benefits board (SEBB) benefits ends the last day of the month in which the school year ends. The employer contribution toward SEBB benefits will end earlier than the end of the school year if one of the following occurs:
2. 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;
3. 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
4. The school employee's work pattern is revised such that the school employee is no longer anticipated to work six hundred thirty 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 32 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 a 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).

### **D18**

#### **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 33 SHARED LEAVE**

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

### ***Remainder of Article CCL***

## **ARTICLE 36 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 ½ 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 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.

## **ARTICLE 38 FAMILY MEDICAL LEAVE ACT/PAID FAMILY MEDICAL LEAVE**

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 ~~41~~ LEAVE AND FRINGE BENEFITS**

~~Employees on non-compensated leave may, at said employee's option, be continued in any fringe benefit programs of the District for which said employee is eligible provided said employee pays the premium to the District in advance by the first of each month. These benefits will be offered pursuant to federal COBRA regulations. Employees on compensated leave shall receive all fringe benefits for which they are eligible.~~

## **ARTICLE 44 WORKLOAD**

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

Certain provisions of section one and two 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.

### ***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 \$10 per class per month. The total amount per month will not exceed \$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 (15<sup>th</sup>) 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 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

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

Proration of time:

- a) 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.
- b) 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.

**Sections 3 – 5 CCL**

**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 ~~Family Access~~ parent access via the student information system.

**Section 7 CCL**

**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.

*NOTE: Because this function is one time only, we suggest MOU to be placed in the contract.*

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 taskforce 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.

**Section 9 – ~~Late Arrival Days/Professional Learning Communities (PLCs)~~**

~~The purpose of District late arrival days is to provide time for employees to work together around school and student academic improvement issues. The intent is not to increase workload. These days are to be planned and executed by the entire building staff and building principal.~~

~~PLCs shall be directed by members of the PLC under the oversight of the District relative to District/school improvement planning.~~

~~This time shall not impact the 30-minute WAC time prior to arrival of students. Any impact on individual planning time will be minimized and such loss will be reasonably distributed in an equitable manner among staff.~~

~~ESAs, specialists, and CTE shall be able to meet in job-alike PLCs with approval of the employee’s evaluator.~~

**Section 10 CCL**

**New Section 11 – 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 45 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 ~~second Friday 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 ~~first semester grading periods~~ shall not be changed unless there are more than 3 closure days ~~in the grading period to make up from first semester~~.
- (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 one-half days early dismissal at elementary and four one-half days early dismissal at secondary for parent reporting preparations.
- (H) The two full supplemental days (waiver days) are included in the one hundred eighty (180) day calendar as indicated in Article 18, Section 9, Waiver Days.
- (I) Day before Thanksgiving will be a non-workday.

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

- (a) ~~Calendar options for the following year will be prepared by the District and presented to the Association President for Association recommendation. 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.

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

*(Add Article 28 Group Insurance)*

**APPENDIX D2 – SALARY SCHEDULE**

<u>2020-21</u>	<u>2% Total Salary Increase (base/TRI)</u>
<u>2021-22</u>	<u>2% Total Salary Increase (base/TRI)</u>
<u>2022-23</u>	<u>IPD + .5% Total Salary Increase (base/TRI), IPD cannot be negative</u>

### **APPENDIX D3**

CTSO 2 Per MS

Delete HS Athletic Coordinator

Self-Contained SPED @ \$1000 each

1 Ed Specialist per secondary school

EL Teachers @ \$700 each

Art Teachers assigned to setup/attend (minimum 1 hour)/take down for Art/Tech Fair @ \$40/hr.  
(timesheet, max 4 hours)

### **APPENDIX D4**

6 Elementary Leaders per building