COLLECTIVE BARGAINING AGREEMENT

September 1, 2016 - August 31, 2019

BELLEVUE EDUCATION ASSOCIATION

AND

BELLEVUE SCHOOL DISTRICT #405

September 2016

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2016-2019

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ARTICLE 1 - RECOGNITION AND JURISDICTION

Section 1. Recognition

Bellevue School District #405 (District) recognizes the Bellevue Education Association (Association) as the exclusive representative for the purpose of collective bargaining of all certificated employees of District #405. The District agrees not to bargain with or recognize any certificated employee organization other than the Association for the duration of this recognition. Such bargaining and recognition shall extend to the maximum period allowed by law.

In addition to the foregoing and subject to the limitation provided for in c) below, the District recognizes the Association as the exclusive representative for the purpose of collective bargaining for the following employees:

a) Substitute certificated employees employed by the District for more than thirty (30) days of work within any twelve (12) month period ending during the current or immediately preceding school year and who continue to be available for employment as substitute teachers.

b) Substitute certificated employees employed by the District in positions where it is anticipated or comes to pass that a member of the bargaining unit will be absent from his or her regular assignment and will be replaced in such assignment for a period in excess of twenty (20) consecutive workdays.

c) If a court of competent jurisdiction rules that pursuant to RCW.41.59 substitutes as defined herein are not appropriate for inclusion in the bargaining unit identified in this provision or if such court rules that a showing of majority support is required for inclusion in the bargaining unit, then this recognition of substitutes and Article 26 shall be without force and effect in the first instance; or said recognition and the implementation of Article 26 shall be stayed until a proper showing of majority support is forthcoming in the latter instance.

Section 2. Exclusions

The parties agree that the Association does not represent, for the purpose of collective bargaining, the following certificated employees: the Superintendent, assistant superintendents, executive directors, directors, supervisors, coordinators, principals, assistant principals, and confidential employees.

Section 3. Individual Agreements

Any individual arrangement, agreement, or contract between the District and an individual employee, heretofore executed, shall be subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement, or contract contains any language inconsistent with the Agreement, this Agreement during its duration shall be controlling.

ARTICLE 2- DEFINITIONS

A. The terms "BEA" shall mean the Bellevue Education Association; "association" or "bargaining unit" may be used as synonyms.

B. The terms "Board" or "Board of Directors" shall mean the Board of Directors of the Bellevue School District #405.

C. The terms "District" or "Bellevue School District," or "District #405," or "employer" shall mean the Bellevue School District #405.

D. "Superintendent" shall mean the Superintendent of the Bellevue School District or those administrators he/she has designated to perform specific responsibilities.

E. The terms "certificated employee," "educational employee," or "employee" shall refer to all employees represented by the BEA as defined in Article 1.

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

G. The term "auxiliary personnel" shall refer to positions including, but not limited to, educational assistant, instructional assistant and special education paraprofessional.

H. The term "district department position," as contrasted with classroom teacher or other building positions, includes, but is not limited to:

- itinerant music, art, and P.E. specialists at the elementary level (except for the purpose of applying the provisions of Article 12 - EVALUATION);
- elementary counselors;
- speech language pathologists;
- psychologists/counselors, social workers;
- special education teachers;
- occupational and physical therapists;
- English as a Second Language (ESL) teachers (except for the purpose of applying the provisions of Article 12 - EVALUATION);
- nurses;
- instrumental and vocal music teachers at all levels (elementary, middle and high school) except for the purpose of applying the provisions of Article 12 – EVALUATION;
- kindergarten, elementary teachers of the gifted and middle school self-contained teachers of the gifted (for the purposes of transfer and reassignment only);
- instructional technology curriculum developers and instructional technology curriculum leaders, instructional mentors, TPEP Coordinators

I. The terms "transfer" and "reassignment" shall mean the following:

ARTICLE 2 - DEFINITIONS

Classroom Teacher or Building Position

transfer: A change from one building to another or a change to a district departmental position;

reassignment: A change in responsibilities that does not result in a change to another building or to a district departmental position.

District Departmental Employee:

transfer: A change from one district department to another or a change to a classroom or building position;

reassignment: A change to another position within the same district/department. A reassignment may include a change of responsibilities and/or work location.

J. The term "boundaries" shall mean the verbal, physical, emotional and social distances that an educator must maintain in order to ensure structure, security, and predictability in an educational environment. Most often, the boundaries that are transgressed relate to role, time and place. By respecting contracted roles, appropriate working hours, and the location of the learning environment, secure boundaries are in place for all members of the schooling community.

K. The term "fiduciary relationship" is one in which a person justifiably places confidence in another whose aid, advice, or protection is assumed. Inherent in such fiduciary relationships is an imbalance of power. Educators have a unique responsibility, as the relationship between student and teacher differs from other professional/client relationships (e.g., attorneys and physicians). Educators are entrusted with the safety and welfare of students during and after school hours and serve "in loco parentis" (in place of the parent).

L. "Multiple Relationships" occur when the educator is in a professional role with one or more members of the school community and also has a personal relationship with that person or a member of that person's family with the potential to affect objectivity, competence, or effectiveness in performing his or her functions as an educator.

M. The term "harm" shall mean the impairment of learning or any potential action which may lead to physical, emotional, psychological, sexual, or intellectual damage to a student or a member of the school community.

N. The term "culture" shall mean the customary beliefs, social norms, language, and material traits of a racial, religious, or social group, including the characteristic features of everyday existence shared by people in a place or time.

O. The term "ethic of care" shall mean responding with compassion to the needs of students.

ARTICLE 2 - DEFINITIONS

P. The terms “safe environment/safety and well-being” shall mean a school setting which promotes the well-being of all members of the school community and is characterized by the absence of physical, psychological, sexual or emotional harm.

Q. “Sensitive Information” includes but is not limited to student information and educational records, including medical or counseling records.

R. The term “technology” means the tools, systems, applications and processes that can include, but are not limited to, electronic communications networks and electronic devices, and other hardware/software that deliver text, audio, images, animation, and streaming video.

S. Other terms shall be given their reasonable and common-day meaning unless otherwise specifically defined in this Agreement.

T. Appendices referred to in this Agreement are by reference incorporated herein.

ARTICLE 3 - STATUS OF AGREEMENT

Section 1. Responsibility and Bargaining Procedures

The District and the BEA recognize that under this Agreement each has a responsibility for the welfare and security of the employees. Agreements reached between authorized negotiators for the BEA and the District shall become effective only when appropriately ratified by the BEA and the Board of Directors of the District.

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

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

This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term; subject only to a desire by both parties to agree to amendments or modifications at any time.

During its term, there may be agreement between the parties that this contract needs amendment or modification. In the event that both parties agree that amendment or modification is needed, collective bargaining will commence on said subjects using a facilitated Interest Based Strategies process when possible.

In any bargaining between the BEA and the District, neither party shall have any control over the selection of the bargaining representatives of the other party. During such bargaining, the parties pledge that representatives selected by each shall have all necessary power to make proposals, consider proposals, and modify positions during the course of bargaining subject only to ultimate ratification by the governing bodies of each party.

Section 2. Adherence to Federal and State Statutes and Regulations and State Constitution

The District shall adhere to all federal and state statutes and regulations and the Constitution of the state of Washington as are applicable to the wages, hours, and terms and conditions of employment of employees as if it were a part of this Agreement. The Association agrees that at the time an effort is undertaken to perfect the rights of the Association or an employee represented by the Association with respect to any provision referenced in this paragraph, the Association shall stipulate in writing to the District whether the matter will be pursued in accordance with and pursuant to the provision of Article 27, or in some other available forum. Once said stipulation has been provided to the District, it shall be irrevocable, and the forum identified shall be the sole and exclusive forum within which the matter involved may be considered appropriate.

ARTICLE 3 - STATUS OF AGREEMENT

Section 3. No Strike Provision

While this Agreement is in effect, the Association will not call, condone, advocate or participate in any strike, slow-down, sick-out, or other work stoppage by members of the bargaining unit covered by this Agreement. In the event of any such action by a member or members of the bargaining unit, and upon demand by the District, the BEA shall notify the participating individuals that they are in violation of this Agreement and shall make all reasonable efforts to terminate the violation. While this Agreement is in effect, the District will not engage in any lockout as the result of actions by any BEA member. During the term of this Agreement, no employee shall refuse, except for reasons of personal physical safety, to cross a picket line established by any labor or employee organization when such refusal would cause said employee to be absent from his/her normal work assignment.

ARTICLE 4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. General Rights

Management rights and functions, except as limited by the Agreement, shall remain with the District as employer. It is recognized that such rights and functions include but are not limited to:

a) control of the management of the District; the supervision of all operations; the methods, process, and means of performing any and all work; the control of the property; the composition, assignment, direction and determination of the size of its working forces; the establishment of educational programs, services, and staffing in accordance with District educational policies and goals; and the right to maintain and protect all property and equipment;

b) the right to determine the work to be done by employees in the unit;

c) the right to introduce new or improved operations, methods, programs, means, or facilities;

d) the right to hire, schedule, promote, demote, transfer, release, and lay off employees; and the right to suspend, and discharge employees according to state statutes and District policy, and otherwise, to maintain an orderly, effective, and efficient operation.

The District will issue such rules and regulations as necessary to manage the District consistent with this Agreement.

The exercise of the District's rights stated herein does not modify the right of an employee to appeal through established grievance procedures when an act of the District is construed as violating this Agreement.

The exercise of the District's rights stated herein is a function of management. However, the District shall announce proposed changes in policies reasonably in advance of making changes.

Section 2. Meetings with Association Representatives

Representatives of the BEA shall meet and confer with the Superintendent and/or his/her representative at least monthly, at times and places to suit their mutual conveniences, to communicate to the Superintendent the considered professional judgment of the employees on questions involving the development, revision and/or implementation of policies, procedures, practices and methods, and cases of disciplinary action.

In addition to these regular sessions, either party may request that specific issues be discussed in depth using the Interest Based Strategies process when possible.

The Superintendent and/or his/her representatives shall meet with a committee or representatives

of the BEA for the purpose of considering subjects to be discussed in depth. Time and place of these meetings shall be as agreed upon from time to time by the Superintendent and the representatives of the BEA to serve their mutual convenience. During such meetings, concerns of employees may be brought to the attention of the District which shall be obliged to consider these concerns, discuss them in depth with the BEA representatives, inform BEA representatives of actions by the District, and provide a rationale for District actions if such rationale is requested by the BEA. Also, during such meetings, concerns of the District with regard to BEA or employee activities may be brought by the District, and the BEA shall have the same obligations in relation to items brought by the District as described above for the District.

When representatives of the BEA are engaged in discussion in depth which by mutual agreement is to take place during regular school hours, the District shall provide certificated substitutes for such representatives, provided that the number of representatives for whom substitutes are provided shall not exceed seven (7).

ARTICLE 5 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1. Building Use

Duly authorized representatives of the BEA and their respective affiliates shall be permitted to transact official BEA business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. The principal will designate reasonable bulletin board space in faculty lounges at each school for BEA use.

The BEA may use District facilities for meetings so long as they comply with Board policies for use of school facilities including making appropriate arrangements with the building administrator.

Section 2. Mail Services

The Association will have the right to use the District mail services and employee mailboxes provided said use does not violate any federal or state statute and does not require added costs for the District.

Section 3. Distribution of Agreement

The District shall publish copies of this Agreement in sufficient number to provide five (5) copies for each building, including the District office, and two-hundred and fifty (250) copies to the Association within a reasonable time after ratification by both parties. Upon request of the Association, additional copies shall be printed by the District for Association use.

The District shall maintain electronic copies of the current Agreement on the District website in a format that allows accessibility for all employees.

Section 4. Exclusivity

All rights and functions accorded to the Association in this Agreement are afforded to the BEA as the legal representative for all employees covered under this Agreement and will not be granted to any other organization seeking access to or seeking to represent said employees. The Association agrees to hold the District harmless and provide legal defense against any claim which may arise related to the implementation of this provision. The District agrees to cooperate with the Association in any defense so initiated.

Section 5. Notification of Authorized Representatives

The Association annually will provide the District with a list of persons authorized to act as representatives of the Association in matters covered by this Agreement. Such a list will be provided to the District prior to 1 October of each school year and revised as necessary thereafter.

Section 6. Dues and Representation Fee Deduction

Each school year, the Association shall give written notice to the District of the dollar amount of individually authorized local, state and national organizational dues and fees that are to be deducted in the coming school year. Unless otherwise on file with the District as of the effective date of this Agreement, the Association shall provide the District with an agreed to, properly executed, and signed dues deduction and fees authorization and assignment for each participating employee. The individual authorization will continue in effect during the term of the Agreement.

The deduction authorized shall be made in twelve (12) equal amounts from each paycheck beginning with the pay period in September (30 September warrant) through the pay period in August (31 August warrant) for each year. Deductions from new employees authorized to begin after the September payroll shall be spread equally over the remainder of the pay periods through August. The District will remit all monies so deducted to the Association or its authorized designee, accompanied by a list of employees from whom deductions have been made and a duplicate list shall be provided the Association.

Section 7. Agency Shop

All employees shall be required to join the Association and thereafter maintain membership in the Association or shall be required to pay a representation fee equivalent to Association dues and fees within thirty (30) days of the date of the effective date of this agreement or within thirty (30) days of their date of employment, whichever occurs later, except as provided below. The District shall deduct from the salary of employees applicable to this provision who do not join the Association an amount equal to the dues and fees required for membership in the Association. Said deductions shall be processed in accordance with Article 5, Section 6. The District shall provide a list to the Association each month identifying those employees for whom representation fee deductions have been made.

In order to safeguard the rights of employees based upon bona fide religious objections or the teaching or tenets of a church or religious body of which they are members, such employees may pay an amount of money equivalent to the representation fee to a nonreligious charity designated pursuant to Chapter 41.59 RCW.

Section 8. Released Time for BEA President

The parties recognize and acknowledge that the District derives direct benefits when the President of the BEA is released full time for the school year from his/her regular duties. Said direct benefits include but are not limited to stable labor relations through the ability to meet, confer and consult with the President over issues of mutual concern; services provided by the President in support of the District's decision making processes and school renewal activities; and availability of the President to assist in providing mutually established training programs. In consideration of the foregoing, the President of the BEA shall be released full time for the school year for which he/she is elected; provided, however, the District shall agree to a release of less than full time if a mutually acceptable schedule can be arranged. The employee so elected will be released without loss of salary, stipend, or fringe benefits; provided, that mutually acceptable

financial arrangements are made between the District and BEA to implement this provision.

The parties agree that the Association's Representative Council and/or Executive Board may approve an annual stipend for the BEA President. Said stipend will be paid by the Association. Should the amount of the annual stipend approved by the Association exceed ten percent (10%) of the base salary on the teacher's salary schedule, the parties agree that the stipend will not be deemed to be a violation of Article 22, Section 4.b) of the parties' agreement.

The employee who has been released from duty to serve as BEA President shall resume duties with the District with the commencement of the contract year following the term of office. Upon return, the employee shall be given the same consideration for returning to the position of his/her last assignment as if he/she had been on active duty. The employee shall receive an increment if eligible and not already at the maximum in the salary lane. The District agrees to provide accumulated sick leave, retirement, salary, and seniority rights of the employee during the period of time as if the employee had remained in the normal assignment.

Section 9. Released Time for Association Business

In recognition of the responsibility employees have to their professional association and the contribution this makes to the effectiveness of the educational process, up to one hundred and twenty (120) days of leave will be allowed at the BEA's request. The BEA shall reimburse the District the cost of the substitute for each day of leave provided. The BEA shall not be required to reimburse the district for any cost up to ten (10) days of leave provided due to the joint collaborative work between the District and the Association. Not more than twenty (20) staff members shall be on leave during any one (1) day without the written authorization of the District provided to the BEA in advance, with the exception that BEA shall be allowed to send a full delegation to the annual Washington Education Association Representation Assembly. Notification of requests for leave shall be consistent with the District's released time policy. The limit of 120 days can be exceeded by mutual agreement between the Association and the District following discussion at Meet and Confer. When representatives of the BEA and BSD are engaged in joint work, the time will not count against the 120 days of association release.

Section 10. Leave for Elected Officials of an Education Association

As set forth in RCW 41.26.520, a BEA member who receives compensation from an employer while on an authorized leave of absence to serve as an elected official of an education association, and for which the District is reimbursed by the education association for the compensation paid to the member during the period of absence, is considered to be on a paid leave of absence. The District agrees to provide accumulated sick leave, retirement, salary, and seniority rights with the District during the period of leave as if the employee had remained in the normal assignment. The parties agree that the education association may approve an annual stipend for the elected official. Said stipend will be paid by the association. Should the amount of the annual stipend approved by the association exceed ten percent (10%) of the base salary on the teacher's salary schedule, the parties agree that the stipend will not be deemed to be a violation of Article 22, Section 4.b) of the parties' agreement.

ARTICLE 6 - GENERAL CONDITIONS OF EMPLOYMENT

Section 1. Nondiscrimination

The District is committed to nondiscrimination and to an affirmative action employment program. The intent of this program is to insure that all educational and employment practices are administered to overcome the effects of past discrimination and to further equal opportunity without regard to race, color, religion, national origin, disabilities, age, sexual orientation, marital status, sex, or other extraneous factors.

The parties recognize that an affirmative action program is a sound educational practice. Through assuring equality of employment opportunity, it is the parties' intention to insure equality of educational opportunity. Students and staff will be provided with a variety of models of persons of both sexes, all ages and different racial and ethnic groups carrying out the full range of professional and job responsibilities.

Section 2. Individual Employee Contracts

Employee contracts will be prepared using forms included in Appendix 1.

During the effective period of the employment contract, absent circumstances beyond the employee's control or an emergency, an employee will not be released from the obligation of the contract until the District determines a satisfactory replacement can be obtained.

An employee who has signed and returned a contract for the ensuing school year shall be released from the obligation of the contract upon request under the following circumstances:

> Written notice of resignation is received in the Human Resources office on or before the last working day of June, or
>
> Written notice of resignation is received in the Human Resources office after the last working day of June and when the District determines a satisfactory replacement can be obtained.

Section 3. Faculty Meetings and Evening Events

Employees shall attend faculty meetings as called by the principal to address school business, up to a maximum of three (3) hours per school year. This does not include emergencies. Regularly scheduled faculty meetings will be announced sufficiently far in advance to permit planning by members of the faculty. Part-time staff, including part-time long term substitutes, who are not at the work site because of their assignment or because of the performance of other professional duties, will not be required to attend a meeting. Arrangements will be made by principals for employees who are excused from faculty meetings because of the performance of other professional duties to be made aware of the substance of the discussions at those meetings.

A maximum of one (1) evening event, such as Open House or Curriculum Night, which all staff are required to attend, may be scheduled per school. Through a school-based consensus process, staff in a building may agree to hold a second required evening event so long as sufficient consensus is obtained. Additional evening events may be scheduled for which attendance will be voluntary.

Section 4. District Staff Meetings

Meetings of employees shall be held whenever deemed advisable by the Superintendent, up to a maximum of three (3) hours per school year. This does not include emergencies. Place and time of such meeting will be announced by the Superintendent's Office. Whenever possible, notice will be given at least two (2) days in advance of the meetings. An attempt will be made to restrict these meetings to times that fall within the regular working day of employees.

Section 5. Planning Time

Each teacher and specialist will plan and prepare daily for instruction. It is recognized that a considerable portion of a teacher's workweek will be required for planning and preparing daily lessons, in discussing and developing materials and methods for individual and group instruction, and in contributing to better articulated instructional plans for students. Teachers will use planning time to work individually, in groups, or with the school administration.

Teachers and specialists will not be required to substitute for other teachers or specialists during their preparation period.

Planning time may be interrupted in cases of emergency, or when supervision of students by a teacher during this time is reasonably required.

Each work week, each elementary teacher shall be provided at least four (4) forty (40) minute blocks of time for planning and preparation within the instructional day, except as may be interrupted by field trips, student assemblies, unforeseen emergencies, and one (1) block of planning time on Wednesday after students are dismissed. Elementary Special Education Teachers will receive an additional forty (40) minutes of planning time each week. This allocation will be prorated for part time employees.

The District will allocate 180 hours of aide time for lunchroom supervision in each elementary school. This allocation will be supplemented by the K-12 Area Directors dependent upon building need and circumstances.

The schedules of middle and high school teachers will include at least two (2) periods of planning and preparation time during each regular seven-period instructional day. The length of said periods shall not be less than that of a normal instructional period. Middle and high school teachers shall not be required to teach more than five (5) periods per day.

Any school seeking to operate on an elementary or secondary schedule different from the above provisions must seek a contract waiver from the Association and the District following the

process outlined in Article 28, Section 5. International School operates with a modified schedule reviewed and approved by the parties. Lake Hills Elementary and Stevenson Elementary have contract waivers from the Association and the District for the duration of this contract. Any school or program seeking to modify their existing schedule during the term of this contract is subject to the following:

1. They must offer an early release Wednesday substantially consistent with schools at the same level in the District;

2. Teacher contact time and planning time must be equivalent with schools at the same level in the District unless specifically exempted by the contract waiver, and

3. The school's Program Delivery Council must be involved in creating the schedule for the modified week.

Model schedules are attached for guidance on the modified work week with the early release Wednesday.

Restricted Wednesdays Statement of Intent

It is the intent of the parties that Restricted Wednesdays provide an opportunity for staff to devote time to self-identified priorities while allowing the flexibility for staff-driven collaboration. As such, staff may initiate collaborative efforts within groups, disciplines, between schools, etc. The parties recognize the use of this time is ultimately determined by the professional judgment of the individual who, therefore, may elect to devote time to individual priorities rather than participate in collaborative activities. Staff may invite administrators to participate in collaborative activities but it is the intent of the parties that staff will not be subject to administrative or peer-to-peer pressure regarding the use of this time. District level meetings will not be scheduled on Restrictive Wednesdays.

Restrictive Wednesdays will occur on the first Wednesday of each month of the school year except that Restricted Wednesdays shall not occur in September or December. When the first Wednesday is a scheduled non-workday the Restricted Wednesday will occur on the following Wednesday.

Section 6. Tutoring

Tutoring students, giving private instruction, providing therapy, or other services to students in their school or schools for pay is forbidden to employees during the regular school year, except by special permission from the Superintendent's office.

Section 7. Temporary Replacement

In the event a teacher is absent, arrangements must be made to assure that instruction continues under the direct supervision of a certificated person. The Human Resources Department will maintain a list of properly qualified and approved certificated substitutes. Schools will not

schedule extracurricular activities so that a regular practice is made of assigning an employee to substitute for a coach or advisor accompanying students participating in extracurricular activities.

The Human Resources Department will inform employees of procedures to be followed in obtaining a substitute. A person may not substitute for his or her spouse.

Section 8. Student Teachers

The District will cooperate with private and public colleges and universities by providing opportunities for students to engage in student teaching experiences.

If honorariums are given by the college or university to the cooperating teacher or other staff members, payment shall be made directly to the recipient.

The District will cooperate with the BEA in seeking to achieve implementation of a teacher certification program which acknowledges as equal partners in the certification process the state, the local school district, the institutions of higher learning involved in preparing teachers, and certificated employees as represented by their professional organization.

The District will not require an employee to accept responsibility as a supervisor of student teachers -- such a responsibility must be voluntarily assumed.

Section 9. Exchange Teachers

The District may participate in exchange teacher programs. Upon approval by the Board of Directors, Human Resources will publicize the procedures by which a teacher may apply. District approval must be obtained by an employee prior to seeking participation in an exchange program and such approval will be granted only if specific conditions associated with the individual exchange are acceptable to the District and if the District program will not be harmed by the specific exchange being proposed.

All exchange teachers must hold a valid Washington State Teaching Certificate.

Section 10. Auxiliary Personnel

Auxiliary personnel employed by the District shall perform nonprofessional duties that would otherwise be requested or required of teachers. In addition, the District may employ auxiliary personnel to provide support services to employees.

Auxiliary personnel may be hired in addition to employees and work under their supervision. Employees shall evaluate auxiliary personnel under their supervision. However, the District will continue to make the final decisions regarding the hiring and the evaluation of all auxiliary personnel.

Auxiliary personnel may work alone with students, but responsibility and accountability for their instructional activities shall rest with the certificated staff who supervises their work, since

certificated staff have responsibility and accountability for all groups of students enrolled in the instructional programs offered by the Bellevue School District.

Section 11. Employee Safety and Protection

The District is responsible for providing a safe and healthful working environment, an accident prevention program, training programs, and a system for reporting accidents that will satisfy state and federal statistical requirements.

The BEA and employees will cooperate in efforts to eliminate accidents, studying and employing safety standards, offering safety suggestions which may contribute to a safer work environment, using proper safety devices and protective equipment, properly caring for all personal protective equipment, and promptly reporting all injuries and occupational illnesses, regardless of severity.

No employee shall be required to remain in any building or area which has been evacuated because of potentially hazardous conditions.

In the event an employee is threatened with bodily harm or is assaulted in the scope of his/her employment, the District will reimburse the employee for up to $500 in out-of-pocket expenses for counseling services received as a result of the threat or assault, provided that such threat or assault is reported to the employee's principal/supervisor within three (3) workdays of the event. An employee will not be eligible for reimbursement under this section if it is found that the employee precipitated the threat or assault.

Employees will not be required to provide instruction, assessment, conferences, and/or services to students in family homes. A request for volunteers to provide such services must be made in conjunction with BEA in a manner which ensures the employee's right to decline. Should an employee agree to a home assignment, parameters for the work will be established with the employee, supervisor, Human Resources, and BEA prior to the first home visit.

Student-Related Safety Training

Personnel assigned to work with a student whose IEP identifies emotional and/or behavioral goals that indicate the student may be a safety risk may request training specific to these circumstances. Such requests will be submitted in writing to the employee's principal or program supervisor who will respond in writing in a timely manner. In the event a request is denied, a written explanation for the denial will be provided.

Section 12. Employee Rights

The parties agree it shall be a violation of the rights of employees for any person, including a parent or guardian of a student of the District, to engage in or imminently threaten to engage in any of the following:

to insult or abuse an employee anywhere on school premises while such employee is carrying out his or her official duties: or

to willfully create a disturbance on school premises or at school activities or school meetings; or

to singly or in concert with others intimidate by threat of force or violence any employee who is in the peaceful discharge or conduct of his or her duties.

If, in the course of carrying out his or her official duties, an employee reasonably believes a person has acted or is imminently threatening to act towards him or her in a manner described above, the employee will request assistance from an administrator /supervisor who will intervene and initiate steps to facilitate a resolution. Such steps will include separating the parties at the employee's request and employing a variety of conflict resolution strategies which may include the immediate removal of the person from the building, grounds, or other property of the District. As stipulated in RCW.28A.635.020, it is unlawful for an individual not to comply with a directive of an administrator. If the employee's administrator/supervisor is not available, the employee shall contact any other district administrator who shall act as described herein.

The District agrees to support employees in the reasonable exercise of their official duties. To this end, District administrators shall take the necessary actions described herein to support employees in the reasonable exercise of said duties.

Nothing in this section shall interfere with or restrict the normal administration of student discipline.

Student Services Handbook

In order to promote communication and common understanding among and between Student Services staff, administrators and other District personnel, the parties agree to convene a committee to develop a Special Education/Student Services handbook containing program information, District policies and procedures, and such other relevant information as the parties may determine useful. Specifically the handbook will describe in detail:

- Special Education, English as a Second Language, Occupational Therapy, Physical Therapy and Nursing services available to students in the Bellevue School District.

- The services provided at each school including a list of staff associated with each program and a detailed description of job titles, program roles and contact information.

- District policies and procedures particular to each program/department.

The committee will ideally consist of at least one OT/PT, elementary and secondary counselor and psychologist, SLP, nurse, special education, and ESL representative selected by the respective groups and such administrative representatives as may be appointed by the District.

It is the intent of the parties that a committee will update this handbook annually as necessary.

Section 13. Student Discipline

The District shall consider and respond appropriately to a certificated employee's request for assistance with student discipline problems.

The District shall support teachers in their efforts to maintain discipline and shall respond as soon as possible to a certificated employee's concerns regarding significant discipline problems and at a mutually agreed upon time between the teacher and administrator for more routine discipline concerns. In order to effectively address pressing disciplinary issues that occur during the school day and/or at large school events, an administrator or his/her designee shall be present. Authority for certificated 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) certificated employees have followed established District Policy and Procedures, and (2) certificated employees, when appropriate, provide supporting documentation of behavior that led to the incident and efforts made to correct same.

The District shall inform certificated staff of the District's student discipline policy within ten (10) days following the start of school, the employment of a new certificated employee should he/she start after the first ten days of the school year, or the adoption of a new or revised discipline policy. This policy will be made available either online or in a hard copy format for all staff.

In an effort to create better understanding and consistent enforcement of student, teacher and principal rights and responsibilities, it will be the responsibility of each building principal to involve the school's certificated and classified employees, students and parents in the development of building discipline standards and to confer at least annually in the spring with those groups to review and evaluate those discipline standards. This review should also include the state regulations and current District Policies and Procedures, which are posted on the BSD web site, on these topics. The process must assure that all staff work cooperatively toward consistent enforcement of proper student behavior throughout the school and within each classroom. Building discipline standards shall include a rapid response plan for emergencies that may occur in the building or on the school grounds. Such standards shall be consistent with the provisions of this agreement and appropriate statutes. The building principal shall inform certificated staff of the discipline standards developed at the building level by September 30 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 administrator have conferred or for two days, whichever occurs first (RCW 28A.600.020). Both parties recognize that state and federal regulations under the Individuals with Disability Education Act (IDEA) shall be honored but the safety of all students and staff must be considered.

In the case of weapons and/or dangerous devices, certificated employees are authorized to take reasonable and prudent measures to protect themselves or others within District guidelines and policies. Employees will not be expected or required to provide emergency treatment in

situations involving weapons until/unless the scene has been secured by police security personnel.

An employee who feels that he/she has not been supported in the implementation of student discipline procedures may seek resolution to the matter by first talking to his/her administrator. If the matter is not resolved, it may be submitted to the administrator's immediate supervisor.

Section 14. Reporting Practices

The District and the Association share a mutual belief that best educational practice is to report student progress in a conscientious and timely manner. Secondary school teachers shall update student assignment grades regularly (at a minimum every ten (10) school days) on the District's online reporting system for viewing by students and their families. All assignments and tests shall be graded as soon as reasonably possible, but in no event more than fifteen (15) school days after the assignment or test is turned in. All assignments received within twenty (20) school days of the end of the first semester must be posted within twelve (12) school days. Teachers experiencing difficulties with this provision shall be provided support and assistance and shall not be subject to discipline. Concerns regarding timely reporting practices, however, may be included in a teacher's performance evaluation beginning in 2012-13.

At the beginning of each semester, District administrators will communicate to parents and students the expectations for grading and posting information online; this communication will be jointly developed with BEA. The intent of the electronic gradebook is to make information accessible, not to change teachers' grading practices.

At the beginning of each school year, school administrators and a BEA representative will conduct a joint presentation to school staff on grade reporting practices. Topics will include, but not be limited to, School Board policies, grade reporting research regarding best educational practice and other relevant topics.

At the request of the teacher, the principal/supervisor will work to resolve situations in which there is a disagreement between the teacher and the parent/student about grade reporting requirements.

Common Assessments Reporting Practices:

It is acknowledged that the District wishes to maintain common assessment information District-wide for all students, and that common assessments serve a different purpose depending on the grade level and subject area. Teachers who need assistance to input common assessment scores will score their assessments, organize them by period in alphabetical order, and provide them to the main office within one week of the common assessment due date time frames determined by the District.

Both parties agree that the common assessment data should be used for determining areas of student support, facilitating curriculum improvement, collaboration, and professional development among staff, and not for the purpose of determining any individual teacher's

evaluation. Common assessment data may be used by a teacher as a student growth measure for TPEP requirements. The decision to use such data lies solely with the teacher.

Progress Reports:

Communication of student progress to parents/guardians shall be quarterly at the secondary level. At the elementary level, written reports will be provided at the end of first semester, and at the end of the year. Employees shall not be required to submit year-end student progress reports until the end of the first administrative work day following the last student school day.

Classroom teachers at the secondary level shall be provided not fewer than three (3) working days following the last day of the first, second, and third quarter to complete progress reports to parents.

The provisions of this section do not preclude the sending of preliminary (mid-quarter) progress reports at the secondary level as required in the cases of those students whose progress in a class is judged by the teacher to be unsatisfactory, or other preliminary progress reports and informal contacts between teachers and parents.

Lists comparing grades and other reporting practices shall not be used or distributed indiscriminately.

Section 15. Just Cause

No employee shall be disciplined without just and sufficient cause. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing, upon request.

Upon request, an employee is entitled to have a union representative present at an investigatory interview that the employee reasonably believes may result in discipline. Upon request, an employee is also entitled to have a union representative present during any meeting where disciplinary action may be imposed. When a request for such representation is made and an Association representative is not available, any disciplinary interview or action will be postponed for a maximum of two (2) workdays to afford an opportunity for an Association representative to be present.

The District will annually remind all administrators of the provisions of this section.

Nothing in this provision shall be interpreted as precluding or impacting the normal interactions between employees and administrators.

This section shall not apply to matters covered by Article 18.

Section 16. Lunchroom Supervision

No member of the certificated bargaining unit will be assigned or expected to perform lunchroom supervision except Administrative Assistants or Deans of Students who may be assigned this duty. When a request is made, staff may opt to perform this duty at the activity rate of pay.

Section 17. Master Schedule Development And Preparations-Secondary Level

A. Definitions

Preparations ("Preps") - the number of courses that a teacher prepares and teaches on any given day. Examples of a preparation or preparations:

1. Seven-Period Schedule
   a. A teacher teaches one 50-minute class on any given day. (One Prep)
   b. A teacher teaches three 50-minute sections of a course. All three sections are taught on the same day. (One Prep).
   c. A teacher teaches three 50-minute sections of one course, a 50-minute class in a second course, and another 50-minute class in a third course. All are taught on the same day. (3 Preps).
   d. A teacher teaches one 50-minute, yearlong course and two different, semester-long courses. All are taught on the same day. (3 Preps).
   e. A teacher teaches one 50-minute, yearlong course and a semester course on the same day. Next semester, the semester course changes. The teacher teaches a different semester course and continues teaching the yearlong course. (2 Preps).
   f. A teacher teaches two separate courses (French 3 and 4) in one class period. (2 Preps).

Core subject areas are English/Language Arts, Social Studies, Math and Science.

B. Number of Preparations

A reasonable effort shall be made to construct a master schedule that assigns a teacher three or fewer preparations in core subject areas. In a four-period block schedule teachers should be assigned two or fewer preparations in core subjects. In some subjects, such as a LA/SS block, World Languages and Vocational courses, the goal may not be achievable.

C. Development of a Master Schedule

The master schedule process respects student choice and need, utilizes teacher input and expertise, minimizes teacher preps, promotes equity in teaching assignments, and makes the best use of facilities. The way to achieve this goal is to facilitate input and communication at several steps in the process of developing the schedule between the administration and the staff. To this end, the following steps shall be followed in developing the master schedule:

1. Curriculum developers will review the course offerings at each secondary school on a yearly basis.

2. Before student registration begins for the upcoming school year, the building administration shall hold a meeting of all faculty to explain the registration process and the process for developing the master schedule. Examples of the type and content of information that should be discussed which would enhance understanding of the scheduling process include: a written timeline, District curriculum offerings, methods used to determine whether a course will be offered, the staff assignment request (refer to 4 below) and balancing of class sizes.

3. When student registration information (indicating which courses may be offered and the number of sections for those courses) is available, the administrators and other staff responsible for developing the master schedule shall meet with the staff or their representatives to provide the course and section information.

4. Individual staff members and departments should study the above information relating to possible courses and number of sections and submit their request(s) for teaching assignments(s) to the building administrator. This staff request will include recommendations for assignments of staff to specific courses based on staff certification, expertise and experience. At this time, recommendations for where a course is placed on the master schedule based on facility availability or the implementation of curriculum should also be submitted.

5. As the master schedule is developed, the administrator will carefully consider all staff and departmental assignment requests. The following reasonable efforts shall be made to reach the goal of assigning a teacher no more than three preparations:

    - Specific courses may be offered only once every two years or only once in a given school year.
    - Classes for which a low number of students have registered should be dropped, or additional resources provided if a school is required to keep the course.
    - Like courses should be combined whenever possible consistent with the course description catalog on a case-by-case basis.

6. When the building administrator determines that the number of preparations for a staff member may exceed three, a conference between the teacher and building administrator shall be convened to discuss possible ways to establish a reasonable workload, including but not limited to the following: assigning the teacher to only one classroom; arranging course sections back-to-back; providing support from a curriculum developer; providing for a mentor and the teacher to work together; providing instructional or lab assistants; and providing clerical aide time. The teacher and administrator will determine the accommodation(s) needed to assist and support the teacher. When a teacher is responsible for more than three preparations (two in a four period block schedule), this information about workload will be acknowledged in the evaluation of the teacher.

7. No later than two weeks prior to the last day of school, the building administrator will meet with interested staff, to provide a status report on the master schedule and to describe developments that may occur over the summer.

D. Special Considerations

Teachers new to a building should be assigned a reasonable and equitable number of preparations compared to the experienced teachers in their department and/or grade level.

In addition, teachers who are assigned to teach outside their area of endorsement shall be provided a plan of extra support with curriculum and instruction pursuant to WAC 180.82.110.

Section 18. Employee Facilities

Such equipment, supplies, and materials as the District considers necessary to adequately perform assigned responsibilities will be provided to employees.

If a high school teacher objects to being assigned to teach four (4) or more separate curriculum preparations, (no single class period for a given teacher may count as more than one preparation), every reasonable effort shall be made a) for the employee to provide instruction in no more than two (2) classrooms in a given day and b) for the employee to be provided an established work location for the purpose of preparation and planning, which shall either be one of the classrooms in which the employee provides instruction or the common planning location provided for employees similarly situated. Every reasonable effort will be made to share equitably the effect of multi-room assignments among all employees.

At the middle school, every reasonable effort shall be made to minimize the necessity for involuntarily requiring an employee to provide instruction in more than two (2) different classrooms during a given workday by equitably sharing the effect among employees.

Section 19. Art on a Cart

As a result of space limitations in some elementary schools, it may be necessary to deliver the art program in those schools from a cart. The District agrees to make the following accommodations for any art specialist delivering art on a cart.

1. Limit contacts to twenty-eight (28) per 1.0 FTE.

2. Schedule no more than six (6) classes per day for those days that the art specialist teaches a full day at the school in question. Art specialists who must deliver art on a cart will be assigned so that they will spend an entire day at the school where the carts must be used. Exceptions to this will be considered at an art specialist's request.

3. Allow passing time in the schedule.

4. Bellevue Education Association (BEA) and district administrators will work with teachers and principals to explore alternative scheduling that may be adopted at the building level that might allow varying blocks of time (ex: 80 minute blocks every other week).

5. Schedule primary and intermediate grade levels together to the extent possible.

6. More than one (1) cart per school and lockable storage space will be provided.

7. The principal of any building where art will be delivered on a cart will notify all affected teachers in his or her building that their classrooms will be used for their students' art instruction, and will provide the rationale for the loss of the full use of the teachers' classrooms. Every effort will be made to provide such notification at least two business days prior to the first student instructional day. If such decision occurs after the start of the school year, all parties will be notified as soon as possible.

Section 20. Environmental Concerns

If an employee has a concern(s) about any issue affecting his/her work environment and wishes to receive a formal response, he/she will complete the Environmental Issues Form (Appendix 2.2) and meet with and discuss the concern(s) with his/her immediate supervisor. The immediate supervisor will provide a written response describing the proposed action.

If a satisfactory resolution is not reached in that forum, the employee may refer the concern(s) to an administrator of the appropriate district division for response. Upon request, the supervising administrator will assist the employee in determining the appropriate district administrator to address the concern.

Section 21. Student Records

Purpose for and Use of Information

To insure that all students are provided the best educational opportunities possible, it is important that relevant information concerning each student is available to the educational employees in the District. Correspondingly, all student information available to employees as provided herein shall be utilized in a professional manner for the sole and explicit purpose of providing the best educational opportunities for each student while protecting the health and safety of all employees and students in the District. The failure to use student information in a professional manner will result in discipline.

Request For Information From Enrolling Students

A school enrolling a student will request the parent/guardian and/or the student to indicate on the District registration form whether the student has:

a) Any history of placement in special needs programs;

b) Any past, current, or pending disciplinary suspensions;
c) Any history of violent behavior, criminal behavior or weapons possession; and
d) Any health conditions, including any substance use/abuse, affecting the student's educational needs.

Consistent with law, the school enrolling the student shall request the school the student previously attended to send the student's permanent record including records of disciplinary action.

Employee Access to Student Information

When an educational employee is assigned a student, the employee will be notified if information exists on the registration form or in other available student records related to Items a-d, above, unless otherwise restricted by law. Employees will be provided an opportunity to review the information.

Subsequent Student Record Information

If any information related to Items a-d above or other circumstances of a magnitude affecting the employee's professional duties or personal safety or the safety of others becomes available concerning an already enrolled student, the requirements concerning notification to and review by the employee shall be applicable. Such notification shall be made within a reasonable time period.

ARTICLE 7 - WORKDAY AND WORKYEAR

Section 1. Workday

Each full-time employee shall work eight (8) hours per day inclusive of a duty-free lunch period of not less than thirty (30) continuous minutes per day during which they shall have no assigned duties.

The on-site starting and ending times for each employee shall be determined by the employee and his/her immediate supervisor, whose ultimate decision shall prevail based on the program and the schedule. All work need not be performed at the school site.

The Principal may require employees to perform extra duties which are not covered by the activity salary schedule, and which may on occasion extend or add to the workday because of unforeseen situations such as emergency weather conditions. Such extra duties shall be assigned in such a manner that no one employee shall have an undue share of such duties, and to accommodate those employees who are not able to remain at the work site because of family responsibilities, or for whom remaining at the work site would pose an undue hardship.

Section 2. Work Year

The full contract work year for regular employees shall include the state-funded work year of one hundred eighty (180) days of instructional time and any locally-funded day(s) required by this Collective Bargaining Agreement. In addition, employees shall be provided the opportunity for additional work and corresponding compensation as described herein and defined on the Separate Contract, Supplemental Work, Appendix 1.5 A-D of this collective bargaining agreement.

The full contract work year shall consist of the days referenced in the above paragraph and Supplemental Work described in Article 22, Section 8. Pay for Supplemental Work and shall be consistent with the calendar negotiated by the parties and provided as Appendix 4.1 of this collective bargaining agreement.

Emergency school make-up days will be the days indicated on the school calendar. If additional days are necessary for emergency school make-up, the establishment of said days shall be accomplished through negotiations between BEA and District representatives.

ARTICLE 8 - VACANCIES: RECRUITMENT AND SELECTION

Section 1. Vacancies

Vacancies covered by this section are openings in positions previously held by employees, new positions, and summer school positions, which have been determined by the District to require filling by voluntary transfer or hiring. Such voluntary transfer or hiring will be accomplished in accordance with the terms of this Agreement.

An opening may be filled by the reassignment or involuntary transfer of existing employees, employees returning from leave, and/or employees recalled from layoff. Such openings would not be considered vacancies for the purpose of this article. A reassignment, involuntary transfer, or return from layoff will be accomplished in accordance with the terms of this Agreement.

Section 2. Announcement of Vacancies

Vacancies will be announced electronically and through the District website. Any special limitations on the vacancy will be announced at that time.

Resumes and other required application materials will be accepted throughout the school year. As such, specific vacancies may or may not be announced to sources outside the District depending on the number of qualified applicants.

Section 3. Time Line in Filling Vacancies

It is intended that a reasonable length of time will be provided between the announcement of a vacancy and the filling of that position. Circumstances which will be considered in determining the specific length of time between the announcement and filling that position are: prevention of disruption of the educational program and number of qualified applicants for the position.

Vacancies will not be filled prior to ten (10) District working days after the announcement of the vacancy by the Human Resources Department; provided, however, that no minimum time requirements shall exist between 1 August and 1 October.

Section 4. Procedures to be followed in Hiring New Employees to Fill Vacancies

Only persons who have submitted resumes and required application materials to the Human Resources Department may be considered in filling a vacancy.

Employees who are currently on a non-continuing contract or present part-time employees, or persons who are currently on the District's substitute list shall be granted an interview for a vacancy; provided that the employee has 1) complied with the application procedures 2) met the qualifications for the job, 3) received two positive recommendations /evaluations from a District principal/administrator. If the total number of candidates to be interviewed becomes impractical, the most qualified candidates will be interviewed.

Final action to hire will be taken to the Board of Directors.

The District shall provide a list of employees who are on Non-continuing leave replacement contracts, as well as the total FTE of employees on leave, to BEA by the first working day of November. On or before February 1st of each year, non-continuing contracts will be converted to the appropriate Provisional or Continuing contract in numbers such that the remaining non-continuing contract FTE aligns with the FTE of employees on leave. The District shall treat part-time employees in the same manner as full-time employees in regards to non-continuing, provisional, and continuing contractual status.

Section 5. Selection

Responsibility for recruitment, selection and the filling of vacancies in positions directly related to the instructional process shall be under the direction of the Human Resources Department.

Building administrators and employees are to be involved, as appropriate, in the recruitment and selection of persons to fill vacancies. Employees shall be authentically involved in the hiring of building administrators and auxiliary personnel.

To fill projected vacancies, selection teams shall be established by the Human Resources Department to carry out various selection process functions including making recommendations for hiring employees to a District hiring pool. The teams shall include administrators and bargaining unit employees. Employees who are identified by the Bellevue Education Association or by principals/administrators to participate in selection process activities will be placed on a list and will be selected as needed. The teams and the Human Resources Department shall be responsible for establishing the process to screen applicants, interview candidates and assess the relative qualifications of the candidates. The Human Resources Department will provide buildings and departments the opportunity to provide input regarding specific needs and requirements of positions to be filled.

Buildings and departments with vacancies shall fill the vacancies by selecting employees from the District hiring pool. Once the hiring pool is depleted and if additional employees are needed, depending on the time of year, the Human Resources Department will decide whether a building or pool process will be used, thereafter.

If it is determined by the Human Resources Department that a building process is to be used to fill a known vacancy(ies), a selection team shall be established through the building or department's decision making process. The team shall include employees who will be colleagues of the person selected to fill the vacancy. The team shall be responsible for establishing the process to screen applicants, interview candidates and assess the relative qualifications of candidates.

Filling vacancies will be accomplished on the basis of qualifications. However, if the qualifications of two or more candidates for a given position are equal and at least one candidate is a current employee, the most senior employee shall be given the position. Following

completion of the selection process, the team shall make a recommendation to the Human Resources Department as to which candidate should be selected to fill the vacancy.

The requirement for participation is specifically precluded when filling vacancies pursuant to Article 9, Sections 3 and 5.

Decisions will not be delayed because of lack of availability of employees to participate, nor will the District pay additional salary to persons who participate on time outside their normal contracts.

Section 6. New Employee Orientation

A new employee orientation session which will include such topics as general District information and the new employee induction and assistance program will be held in August. All new employees who have been hired by the time of the orientation will attend. This orientation will last a total of four (4) hours.

In addition introductory orientation to the District's technology tools, such as electronic mail and calendar, electronic grade book, learning management system, the curriculum web, and IEP Online will be provided to all new employees in a four (4) hour training.

Novice teacher is defined as a teacher with less than two years teaching experience.

New employees who are novice teachers will attend two (2) days of training, including topics such as lesson planning, curriculum implementation, Danielson Framework, and classroom organization and management. Said employees will attend the first of these in August and will attend the second one (1) day session offered in approximately 6-8 weeks after the previous session. Release time will be provided.

Novice teachers who are hired after the August session will attend the first available make-up one (1) day session. All novice teachers hired between August and February of the year will attend the second one (1) day session next available. Release time will be provided for all required sessions.

In addition to the general four (4) hour orientation, all special education teachers and other certificated educational support staff who are new to the District will attend a five (5) hour orientation session to be designed by their supervisor.

The August hours noted above shall be paid in addition to the hours set forth in Article 22, Section 8 of the Agreement and shall be paid at the employee's per diem rate of pay.

Introductory technology orientation for new employees hired after the August sessions will be provided at the school site by instructional technology curriculum developers and/or leaders.

ARTICLE 9 - VOLUNTARY TRANSFER AND CHANGE OF ASSIGNMENT

Section 1. General

A request for transfer may be initiated by an employee in accordance with either of the two sections which follow.

Section 2. Application for Voluntary Transfer to Vacant Position

After a vacancy has been announced by the Human Resources Department, an employee qualified for the position may seek a transfer by applying for the position. Candidates should follow the Internal Application Procedure available through Human Resources. The most qualified candidates will be selected to complete the interview process.

None of the information generated for the selection process shall become a part of an employee's personnel file.

In the event an employee who has applied for transfer to a position is not selected for the position, the employee will be notified that (1) the position has been filled and (2) upon request, he/she will be given an explanation of why he/she did not receive the sought-for position. No employee shall be precluded from either applying for a position or obtaining an available position(s) on the basis that the employee already has a position in the District and unless such employee is explicitly precluded from application or selection as provided in the Agreement.

Section 3. School Closures and Boundary Changes

In the event vacancies are created by school enrollment increases which resulted from school closures or changes in school boundaries, first opportunity to fill such vacancies will be given to employees who are displaced by such closures or boundary changes.

Section 4. Open Transfer Period

Beginning the Monday following Mid-winter Break and ending at 5:00 pm on the Friday before Spring Break, provisional and continuing contracted employees may apply for a transfer to another building(s)/department(s) by completing the Open Transfer Request Form. Employees are to indicate the school(s)/department(s) they would like to be transferred to and the subject area(s) or grade level(s) they would like to teach. Such preferences should be listed in priority order.

Section 5. Placement Pool Transfers

During the period from 15 June to 1 August, all vacancies which are available in the District shall be advertised for approximately a two week period by the Human Resources Department, in accordance with Section 2 above. Only those employees who have been provided notice that they are under consideration for involuntary transfer, pursuant to Article 10, Section 2 of the Agreement shall be eligible to apply and be considered for such vacancies.

ARTICLE 10 - INVOLUNTARY TRANSFER AND DISTRICT DEPARTMENTAL REASSIGNMENT

Section 1. General

An employee may be involuntarily transferred if such transfer is deemed to be in the best interest of the District for those reasons and by those procedures identified in this Article.

Section 2. General Procedures

An employee shall not be transferred to a position for which his/her preparation and experience cannot qualify him/her; provided however, that when no other alternative of such placement can reasonably be carried out, the district shall provide opportunity for retraining or orientation to new duties whenever the circumstances indicate such retraining or orientation is clearly in the best interest of the employee and the District.

An employee and the Association shall receive written notice as soon as practicable that the employee is under consideration for involuntary transfer. Such notice shall include the reason for the proposed transfer. This notice will be provided by the employee's immediate supervisor or the Human Resources Department.

The employee and the Association will be given written notice by the Human Resources Department confirming the transfer and the effective date.

If an employee objects to the transfer, the employee may have an additional meeting with a District Human Resources officer prior to the transfer. The employee may be accompanied by a representative of the BEA.

Section 3. Enrollment Changes, Staffing Ratio Changes, or Program Reduction

Employees may be transferred involuntarily due to declining enrollment in a building or program, changes in school boundaries, closure of schools, changes in staffing ratios or the reduction of a special program. Declining enrollment means fewer students attending the Bellevue School District, fewer students enrolled at a given building, or fewer students participating in a program.

Employees will be made aware of tentative enrollment and staffing projections as soon as the District determines the information to be reasonably reliable. It is the intention of the parties to provide such information prior to 1 May.

Prior to initiating an involuntary transfer, the district will ask impacted staff if there is anyone willing to make a voluntary transfer.

Employees selected for involuntary transfer from the building or program affected will be in the order of least seniority, based on the definition of seniority as contained in Article 15 of this

Agreement. All non-continuing staff will be removed from consideration prior to the creation of building/program/department seniority lists.

An involuntary transfer may be made only if in each case the general conditions pertaining to involuntary transfer have been met.

If, after 1 October, reliable enrollment data indicates the need to make additional transfers, such transfers normally will be made after a five (5) day waiting period during which voluntary transfer may occur. Whenever exceptions to this provision are planned, prior timely notice of such exceptions will be provided to the BEA.

No employee transferred for any of the reasons described in this section shall be involuntarily transferred out of the building or department prior to completion of two school years in that unit, so long as other employees in that building or department are available. If an employee is transferred for any of the reasons described in this section twice within four school years, such employee shall not be involuntarily transferred out of the building or department prior to completion of four school years in that unit, so long as other employees in that building or department are available. Any employee who has been provided a notice that he/she is under consideration for involuntary transfer, and who applies for and is selected for a position outside of his/her building(s) or department shall be considered to have been involuntarily transferred for the purposes of applying the protections provided herein. This provision shall not be applicable to employees who are in the placement pool as a result of their giving notice to the Human Resources Department requesting placement in the pool.

Section 4. Performance or Staff Relations

Employees may be involuntarily transferred due to reasons of performance or staff relations.

If the performance or staff relations of an employee is the cause of a transfer, the employee shall have been notified of those concerns by his/her immediate Supervisor as a regular part of the annual evaluation cycle, and shall have been provided a reasonable opportunity to remediate the problem, unless the concerns arose at such time and/or were of such magnitude as to make remediation impractical.

Section 5. Best Interest of Educational Program

Employees may be transferred for other reasons whenever such transfers are in the best interest of the educational program. This is also true of reassignment of district departmental staff. Prior to implementation of an involuntary transfer of building based staff or reassignment of district departmental staff, the District and the BEA will meet and discuss the circumstances of, and necessity for, the proposed transfer. The employee should be included in this discussion as soon as practicable.

Section 6. Compensation

In order to move and prepare for a new position:

a) Building employees who are involuntarily transferred, or district departmental employees who are reassigned outside the full contract work year, for the next school year, shall receive three (3) days to be paid at the project pay rate.

b) Building employees who are involuntarily transferred, or district departmental employees who are reassigned during the full contract work year shall receive two (2) days of released time and two (2) days at the project pay rate.

Section 7. Placement Pool

Employees who have been notified that they are under consideration for involuntary transfer due to declining enrollment in a building or program, changes in staffing ratio, or the reduction of a special program, school closures or changes in school boundaries who do not fill vacancies pursuant to Article 9, Sections 3, 4, 5, shall be placed in a placement pool. In addition, employees who were involuntarily transferred the previous year due to declining enrollment in a building or program, the reduction of a special program, school closures, or changes in school boundaries shall also be placed in the placement pool, provided written notice is given by the employee to the Human Resources Department prior to 15 June of the desire for such placement.

After 31 July and prior to 1 October, the District will fill openings by involuntarily transferring employees who are in the placement pool.

Nothing in this section shall preclude the District from hiring a person from outside the District when no employee in the pool is qualified for an opening.

Section 8. Supplemental Staffing

The District shall first attempt to place all available employees from the placement pool, referenced in Section 7 above. In doing so, the District will not utilize more restrictive qualifications for positions than were applied in implementing Section 7 in previous years.

If, following this process, there exist positions for which placement pool employees are not qualified and which, if filled by hiring from outside the District would lead to an increase in actual staff allocation levels for the ensuing year, then the District may involuntarily transfer employees to fill such positions through the implementation of Article 10, Section 5, to best utilize existing staff. However, the District will allow a minimum of five percent (5%) of the Special Education staff to transfer through the open transfer processes who will be exempt from involuntary transfer under this provision for one year. Identification of these employees will be determined first on the basis of the length of time in Special Education, and second on the basis of seniority in the District if more than five percent (5%) obtain positions under the provisions of Article 9, Section 4.

ARTICLE 11 - ASSIGNMENT AND REASSIGNMENT

Section 1. Assignment

New employees will be assigned to buildings by the District.

The District shall follow the guidelines established by the State Board of Education and assign employees to the elementary, middle, or senior high school level and to teaching fields in accordance with the employee's preparation as recommended by the teaching education institution.

No person in the employ of the District will be assigned to a position in which the employee would report to and/or be evaluated by an immediate relative.

Section 2. Reassignment

The Superintendent and/or administrative staff may reassign an employee when such reassignment is deemed to be in the best interest of the District. The reassignment of an employee shall be deemed appropriate when it can be shown that such reassignment is of benefit to the district's instructional program or program affected.

An employee shall not be reassigned to a position for which his/her experience and/or preparation do not qualify him/her.

If, upon being notified of a proposed change in assignment, an employee feels that the proposed reassignment is a material change from his/her previous assignment, he/she may request that the reasons for the reassignment be given to him/her in writing.

Every effort will be made to provide a district departmental employee or an employee in a classroom teacher or building position with at least seven (7) days' notice of a reassignment.

In order to move and prepare for this reassignment:

a) Employees who are reassigned outside the full contract work year shall receive one (1) day of pay at the substitute rate.

b) Employees who are reassigned within the full contract work year shall receive two (2) days of released time or its equivalent in compensation.

These provisions will not apply in the case of:

a) A voluntary request for reassignment, or

b) A secondary reassignment involving two or fewer class periods of a subject not taught within the last two years.

ARTICLE 12 - EVALUATION

Section 1. Purpose

The improvement of instruction and the enhancement of the learning environment are the primary purposes for the performance evaluation of certificated employees. Therefore, a focus on professional growth and development is the foundation of this evaluation system.

This evaluation system shall be implemented in a fair, equitable, and positive manner. The environment should foster mutual respect, collaboration and provide encouragement to staff for growth and risk taking. Evaluations shall recognize unique characteristics and circumstances associated with staff members' assignments, experiences, expertise, site, and environmental factors affecting performance behaviors. The district will ensure inter rater reliability in evaluation scoring.

The following provisions are established to implement the requirements of RCW 28A.405.100. Decisions associated with retention or severance of employment applicable to this Article will be made through the implementation of the processes/procedures associated with Section 10, Intervention Assistance, and Section 11, Probation.

Section 2. The Observation Process

The parties agree that the employee and his or her evaluator should share a common understanding of the evaluation criteria, the components, and the evaluation process. Employees shall not be observed for the purpose of evaluation until they have attended training on the evaluation system. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class without the prior knowledge and consent of the teacher.

The state of Washington defines the terms "observe" or "observation" as 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 (where applicable).

It is expected that an employee's evaluator will conduct a minimum of two (2) and a maximum of five (5) formal observations of the employee's performance for a total observation time of at least sixty (60) minutes. Per state law, Provisional 3 contract employees must be observed a minimum of three (3) times. In the case of a library media specialist, at least one observation shall be in an instructional setting and one in a library management function. The maximum number of such observations may be exceeded with the agreement of the employee or when the employee is receiving support through a formal assistance plan. New employees to the District shall be observed at least once for a total observation time of at least thirty (30) minutes during the first ninety (90) calendar days of their employment.

The first observation shall be scheduled. A conference between the employee and evaluator must be held prior to this observation. The approved pre-conference form may be used by the

employee to contribute to the professional dialogue. Responses may provide evidence for the scoring of specified components indicated on the form.

At the conference preceding the first observation, the employee may share any unique characteristics and circumstances associated with the staff member's assignment, experiences, expertise, site, and environmental factors affecting performance behavior. For subsequent observations, if there is not a preconference, the employee may communicate any unique characteristics and circumstances prior to or during the oral feedback. Information shared by the employee will be considered by the supervisor in preparing the written observation.

The evaluator is expected to provide oral feedback to the employee after every observation. It is recognized that this may not be possible immediately following an observation, but an effort should be made to do so within three (3) days after the observation if reasonably possible. Where appropriate, information from pre and post conferences may serve as evidence in scoring specified evaluation components for classroom teachers. To the extent possible, pre and post conferences should be held in the learning space to provide easier access to environmental elements contributing to learning. Subsequent observations may or may not be pre-scheduled with the employee and may or may not have pre-observation conferences.

The post-observation written feedback is to be provided to the employee within fifteen (15) school days following the date of the observation or series of related observations. Successful implementation of the evaluation procedure depends upon candid, clear, and specific communication between the evaluator and the employee. In order to provide sufficient time for employees to prepare artifact documentation, the second observation write up must be provided to employees at least ten (10) school days prior to the artifact due date. In the event the evaluator has concerns about the employee's performance, he or she shall provide specific feedback on the concerns and areas for improvement, as well as specify the performance or teaching behaviors sought.

In an effort to gather comprehensive information regarding instruction, therapy, or services and student learning, an observation may extend to a series observation. Series observations extend beyond one class/period but must be focused on related lessons or content as a follow up to the first day's lesson. The purpose for conducting a series observation should be clearly communicated to the employee by the evaluator. A series observation should be no more than three (3) separate visits.

Kindergarten teachers, gifted program teachers, vocal and instrumental music teachers, and elementary art, music and P.E. specialists are all departmental employees for other purposes, but for purposes of Article 12 shall be evaluated by their respective principals.

All other departmental employees and/or itinerant employees shall be assigned an evaluator(s) using the following process:

a. The Association shall be supplied with a list of affected employees and the assigned evaluator(s), to include which evaluator is responsible for the preparation of the Annual Summary, by at least September 20.

b. Employees shall be informed of their assigned evaluator(s), designated by the Superintendent, by at least September 25.
c. If an employee, or the Association, feels the designation is not appropriate, she/he can, no later than September 30, ask for a meeting with the Superintendent, or her/his designee, which shall include the employee and a representative of the Association. The purpose of the meeting is to discuss concerns. Requests for changes of assigned evaluator(s) will be considered on a case by case basis.
d. An employee shall have no more than two (2) evaluators.
e. In the cases where two (2) evaluators are assigned, each assigned evaluator will conduct one (1) of the two (2) minimum observations.

Employees assigned to multiple buildings may be assigned up to two (2) evaluators for a maximum of five (5) total observations. There will be a primary evaluator assigned. Employees whose assignment at a building is less than 0.4 FTE are not required to have a secondary evaluator for that portion of his/her assignment.

The information obtained as a result of these observations shall not be utilized to make employment-related decisions concerning the qualifications of employees for position openings associated with voluntary transfers, involuntary transfers, retention or severance of employment except that this information may be considered in the case of employees on non-continuing contracts.

Section 3. Evaluative Criteria and Components for Library Media Specialists, Instructional Support Personnel, and School Nurse

The Evaluative Criteria identified below for Library Media Specialists, Instructional Support Personnel, and School Nurses are to be used in the performance evaluation of the of these employees. An employee whose assignment includes no responsibilities as a classroom teacher, library media specialist, or school nurse shall be evaluated using the Instructional Support Personnel Evaluative Criteria.

Each numbered Evaluative Criterion describes the expected behaviors and/or abilities in that performance area. An employee's performance will be judged to have met an Evaluative Criterion by demonstrating the expected behaviors and/or abilities stated in that Evaluative Criterion.

The lettered Components under each Criterion are to be used as a guide to determine whether the employee’s performance has met the Criterion. It is recognized that it may not be possible to observe performance concerning every Component. An overall judgment that the employee’s performance has not met the Criterion must be made in the context of the evaluative processes.

Employees must be evaluated on every Evaluative Criteria. For Annual Summary purposes, performance is deemed either satisfactory or unsatisfactory for Library Media Specialists, Instructional Support Staff, and School Nurses.

The Evaluative Criteria and the Components for each Criterion may not be added to except by mutual agreement of the District and Association.

LIBRARY MEDIA SPECIALISTS CRITERIA AND COMPONENTS

1. Instructional Skill and Interest in Teaching Students

The library media specialist demonstrates, in his/her performance, a competent level of knowledge and skill in designing and conducting an instructional experience.

The library media specialist demonstrates an understanding of and commitment to each student, taking into account each individual's unique background and characteristics. The library media specialist demonstrates enthusiasm for or enjoyment in working with students.

The library media specialist --

a) Works toward ensuring the integration of information skills throughout the school's instructional program.

b) Designs, teaches, evaluates, and reinforces instruction so students become effective users of ideas and information.

c) Collaborates with teachers to develop curricular activities by analyzing information literacy needs of students, identifying appropriate resources, and integrating information skills.

d) Engages and guides students in reading, viewing, and listening for understanding and enjoyment, and assists teachers in promoting and providing reading experiences for students.

e) Provides resources and develops activities to meet the diverse learning abilities, styles and needs of all students.

f) Encourages inquiry by guiding students to become independent users of ideas and information.

g) Models and promotes effective uses of technology as a tool for learning and teaching.

2. Classroom Management and the Handling of Student Discipline and Attendant Problems

The library media specialist demonstrates, in his/her performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

The library media specialist demonstrates the ability to manage the non-instructional human dynamics in the educational setting.

The library media specialist –

a) Organizes resources, arranges library facility, and maintains library catalog for efficient and physical access to information by all.

b) Provides an inviting climate and appealing physical environment conducive to learning and fostering positive attitudes toward libraries.

c) Provides flexible and equitable access to a range of information resources for all students and staff as members of the learning community.

d) Collaboratively develops a quality library media collection to support the curriculum through expertise in media selection and knowledge of the diverse interests, abilities and styles of all students.

e) Communicates the principles of intellectual freedom, intellectual property rights, privacy rights and the ethical use of information through library programs and practices.

3. Professional Preparation and Scholarship (Program Administration)

The library media specialist exhibits, in his/her performance, evidence of having theoretical background and knowledge of the principles and methods of teaching and a commitment to education as a profession.

The library media specialist --

a) Administers the library media program to support the mission, goals, and objectives of the school.

b) Collaborates with administrators and other appropriate personnel to develop long-range strategic plans aligning the library media program and information literacy standards with the district curriculum.

c) Analyzes data and library statistics for the continuous assessment/ improvement of the library media program.

d) Develops a budget providing for the purchase, processing and upkeep of library resources.

e) Communicates the mission, goals, functions, and impact of the library media program.

f) Manages personnel (assistants, volunteers) and financial and physical resources (facility and media).

4. Efforts toward Improvement When Needed

The library media specialist demonstrates an awareness of his/her limitations and strengths and demonstrates continued professional growth.

The library media specialist, consistent with the need for continued professional growth –

a) Updates professional expertise by staying current on issues related to best practices for learning and teaching, information literacy, and information technology.

5. Knowledge of Subject Matter

The library media specialist demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).

The library media specialist --

a) Builds in-depth knowledge about the library collection in order to assist students and staff in identifying appropriate information resources for learning.

b) Provides links to community (public libraries, museums, other institutions) through promoting relationships and access to resources beyond the school.

6. Interpersonal Relations

The library media specialist relates in a professional manner to students, parents and educational personnel, and exhibits behaviors that support group processes intended to reach consensus.

The library media specialist --

a) Respects individual differences and demonstrates equitable treatment of others without regard to cultural, ethnic, economic, religious, social, physical, gender, age, cognitive and/or other differences.

b) Uses communication skills to clarify the ideas and feelings of others.

c) Acknowledges the right of others to their ideas and feelings.

d) Respects the right of others to their ideas and feelings.

e) Communicates ideas and feelings in a manner that supports group processes.

f) Interacts in a manner that communicates respect, support, and a regard for the dignity and social/emotional well-being of others.

g) Cooperates in and is supportive of the building and district decision-making process.

h) Addresses conflicts using processes that foster professional working relationships.

INSTRUCTIONAL SUPPORT STAFF CRITERIA AND COMPONENTS

1. Knowledge of Scholarship in Special Field

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

The support person --

a) Observes Washington state and federal laws, rules and regulations applicable to the area of specialization.

b) Implements district policies and procedures consistent with state and federal regulations.

c) Demonstrates an understanding of learning theory and basic principles of human growth and development.

d) Provides rationale for the procedures and processes used in the area of specialty.

e) Relates and applies knowledge, research findings, and theory derived from the individual's area of specialty to the development of a program of services.

f) Utilizes skills in the area of specialty to support the students' total educational program.

g) Selects and participates in professional activities apart from assigned responsibilities which contribute to the educational environment.

2. Specialized Skills

Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

a) Administers assessment instruments and/or instructs others who will administer assessment instruments.

b) Prepares case study materials and provides to others as required.

c) Assists students, parents and staff in understanding and using evaluative information consistent with the intended use/limitations of the given data.

d) Uses comparative and interpretive data to develop a program that provides services for students consistent with information provided by the data.

e) Assists other staff in using information from the area of specialty to support a student(s) in the classroom program.

f) Develops goals and objectives which facilitate the implementation of programs and services for students.

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.

The support person --

a) Selects or recommends materials, equipment and/or assessment tools consistent with student needs.

b) Demonstrates an understanding of the intended use, limitations and restrictions of materials, procedures and/or assessment tools within the area of specialty.

c) Uses materials, procedures and/or assessment tools within the area of specialty in accordance with intended purposes.

d) Fosters an environment which provides privacy and protects student and family information consistent with federal and state regulations and district policies.

4. The Support Person as a Professional

Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

The support person --

a) Keeps current with changes in the law, new developments, ideas and events related to the special field(s).

b) Uses self-assessment to identify performance strengths, limitations and needs.

c) Uses information from students, parents, peers, supervisors and/or district documents to improve performance.

d) Responds to suggestions for performance improvement by providing rationale for acceptance or rejection.

e) Plans for performance improvement utilizing available human and fiscal resources.

f) Implements plans for performance improvement.

g) Selects and participates in professional growth activities.

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.

The support person --

a) Respects individual differences and demonstrates equitable treatment of students without regard to cultural, ethnic, economic, religious, social, physical, gender, age, cognitive and/or other differences.

b) Identifies those students needing specialized programs and/or services.

c) Consults with other staff, school personnel, parents and students concerning the development, coordination, and/or extension of services to those needing specialized programs.

d) Develops and implements preventive and developmental program(s) that serve the needs of the school population and the special needs of students.

e) Communicates the characteristics and needs of students to parents, staff, students and community members in group and individual settings.

6. Interpersonal Relations

The certificated support person relates in a professional manner to students, parents and educational personnel, and exhibits behaviors that support group processes intended to reach consensus.

The support person --

a) Respects individual differences and demonstrates equitable treatment of others without regard to cultural, ethnic, economic, religious, social, physical, gender, age, cognitive and/or other differences.

b) Uses communication skills to clarify the ideas and feelings of others.

c) Acknowledges the right of others to their ideas and feelings of others.

d) Respects the right of others to their ideas and feelings.

e) Communicates ideas and feelings in a manner that supports group processes.

f) Interacts in a manner that communicates respect, support, and a regard for the dignity and social/emotional well-being of others.

g) Cooperates in and is supportive of the building and district decision-making processes.

h) Addresses conflict using processes that foster professional working relationships.

SCHOOL NURSE CRITERIA AND COMPONENTS

1. Knowledge and Scholarship in Nursing

Each certificated school nurse demonstrates a depth and breadth of knowledge of theory and content in the specialty of professional school nursing. He/she demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12 and demonstrates the ability to integrate the area of school nurse services into the total school milieu.

The school nurse --

a) Observes Washington state and federal laws, rules and regulations applicable to students' health and education.

b) Implements district policies and procedures consistent with state and federal regulations.

c) Demonstrates an understanding of learning theory and basic principles of human growth and development as appropriate to student health concerns as well as the general health and safety of the school community.

d) Relates and applies knowledge, research findings, and theory relative to the area of school nursing to the development of a program of services supporting student and school community health.

e) Utilizes skills in the area of specialty to support the students' total educational program, including the provision of training to non-licensed school personnel in needed areas regarding health, safety, and medical treatment.

f) Selects and participates in professional activities, apart from assigned responsibilities, which contribute to the educational environment.

2. Specialized Skills

Each certificated school nurse demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation related to school nursing.

The school nurse –

a) Administers, completes, and manages mandated health screening and other forms of assessment instruments and/or instructs others who will administer assessment instruments in the area of student health.

b) Collects, reviews, prioritizes and compiles necessary student health information, including medical conditions, health evaluations, medical histories and provides pertinent information to others, as needed, to serve students.

c) Assists students, parents and staff in understanding and using health-related information consistent with the intended use, confidentiality, and limitations of the given data.

d) Considers and compiles relevant data related to communicable disease, student/community health issues, or other information related to students' health and their education.

e) Communicates concerning health conditions that have medical implications for educational planning to appropriate staff and works to develop accommodations to assist impacted students.

f) Develops and supports the implementation of health care plans for students whose health circumstances will have an impact on the student's ability to function at school, in order to facilitate programs and services.

3. Management of Special and Technical Environment

Each certificated school nurse demonstrates an acceptable level of performance in managing and organizing the special materials, equipment, and environment essential to the school nursing program.

The school nurse --

a) Organizes, oversees, and provides a safe, clean health clinic environment.

b) Maintains medical equipment and supplies necessary for health clinic operations.

c) Demonstrates knowledge of equipment necessary to support students with health conditions.

d) Demonstrates an effective system of medical data storage and retrieval.

e) Fosters an environment that provides privacy and protects student and family information consistent with federal and state regulations and district policies.

f) Assists, reviews, and monitors health or medical equipment used by students.

g) Oversees the administration of medication by reviewing doctor's orders, establishing a system of documentation of medication administration, assisting non-licensed school personnel in proper medication administration, and monitoring and educating others for possible adverse side effects.

4. The School Nurse as a Professional

Each certificated school nurse demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

The school nurse--

a) Keeps current with changes in the law, new developments, improved practice, ideas and events related to the area of professional school nursing.

b) Uses self-assessment to identify performance strengths, limitations and needs.

c) Considers and uses appropriate information from students, parents, peers, supervisors and/or district documents to improve student health programs and practice.

d) Participates on multi-disciplinary teams and with other colleagues and staff in a variety of ways to support student health and educational performance.

e) Selects and participates in professional school nurse growth activities and shares professional information learned with colleagues.

f) Advocates for disease prevention practices and encourages sound health practices.

5. Involvement in Assisting Students, Parents and Educational Personnel

Each certificated school nurse demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs related to school nursing.

The school nurse --

a) Assists others to understand matters related to student health, medications, treatments, disability accommodations and other aspects of health or medical information relative to students and how those matters may impact students' performance.

b) Identifies those students needing specialized medical support or services.

c) Develops and implements preventive and developmentally appropriate programs that serves the special needs of students.

6. The School Nurse as a Health Educator

Each certificated school nurse demonstrates an acceptable level of performance in providing assistance to students, families and the school community to achieve optimal levels of wellness through appropriately designed and delivered health education.

The school nurse –

a) Acts as a resource person to school staff regarding health education and communicable diseases.

b) Provides individual health teaching and counseling for staff, students, and families as the need arises

c) Provides health and safety instruction for students, staff and parent groups.

d) Communicates current information about pertinent medical and health issues relevant to the school community.

7. Interpersonal Relations

The certificated school nurse relates in a professional manner to students, parents and educational personnel, and exhibits behaviors that support group processes intended to reach consensus.

The school nurse --

a) Respects individual differences and demonstrates equitable treatment of others without regard to cultural, ethnic, economic, religious, social, physical, gender, age, cognitive and/or other differences.

b) Uses communication skills to clarify the ideas and feelings of others.

c) Acknowledges the right of others to their ideas and feelings.

d) Respects the right of others to their ideas and feelings.

e) Communicates ideas and feelings in a manner that supports group processes.

f) Interacts in a manner that communicates respect, support, and a regard for the dignity and social/emotional well-being of others.

g) Cooperates in and is supportive of the building and district decision-making processes.

h) Addresses conflict using processes that foster professional working relationships.

Section 4. Washington State Evaluative Criteria, Components, and Student Growth Components for Classroom Teachers

BEA and BSD agree that the state approved framework for delineating performance in each of the eight State Criterion for classroom teachers shall be Charlotte Danielson's "Framework for Teaching" (2011). Additionally, the State's Student Growth Criteria shall apply to Criteria 3, 6, and 8 in the manner outlined in this article. Evaluation of the Danielson Components and Student Growth Components will be based solely upon the State Rubrics.

1. Centering instruction on high expectations for students
   - 2a: Establishing a Culture for Learning
   - 3a: Communicating with Students
   - 3c: Engaging Students in Learning

2. Demonstrating effective teaching practices
   - 3b: Using Questioning and Discussion Techniques
   - 4a: Reflecting on Teaching

3. Recognizing individual student learning needs and developing strategies to address those needs
   - 1b: Demonstrating Knowledge of Students
   - 3e: Demonstrating Flexibility and Responsiveness
   - Student Growth 3.1: Establish Student Growth Goal(s)
   - Student Growth 3.2: Achievement of Student Growth Goal(s)

4. Providing clear and intentional focus on subject matter content and curriculum
   - 1a: Demonstrating Knowledge of Content and Pedagogy
   - 1c: Setting Instructional Outcomes
   - 1d: Demonstrating Knowledge of Resources
   - 1e: Designing Coherent Instruction

5. Fostering and managing a safe, positive learning environment
   - 2a: Creating an Environment of Respect and Rapport
   - 2c: Managing Classroom Procedures
   - 2d: Managing Student Behavior
   - 2e: Organizing Physical Space

6. Using multiple student data elements to modify instruction and improve student learning
   - 1f: Designing Student Assessments
   - 3d: Using Assessment in Instructions
   - 4b: Maintaining Accurate Records
   - Student Growth 6.1: Establish Student Growth Goal(s)
   - Student Growth 6.2: Achievement of Student Growth Goal(s)

7. Communication and collaborating with parents and the school community
   - 4c: Communication with Families

8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning
   4d: Participating in a Professional Community
   4e: Growing and Developing Professionally
   4f: Showing Professionalism
   Student Growth 8.1: Establish Team Student Growth Goal(s)

Student Growth
Establishment of student growth goals and which student growth measures to use lies with the teacher. Collaboration with colleagues is encouraged, when appropriate, in the goal setting process and student growth discussion. Approved templates for Student Growth Components 3.1, 3.2, 6.1, 6.2, and 8.1 will be available electronically, and in Appendix 5.

Student Growth Goals
Teachers may submit draft goals to their evaluators for revision assistance any time prior to the following draft submission deadlines:

- 5:00 pm the last school day in January for elementary or yearlong secondary courses
- 5:00 pm the last school day in February for semester long secondary courses

The purpose of this optional goal review is to provide support through the collaborative process, ensuring that all teachers begin data collection with goals which are, at minimum, proficient. Evaluators have fifteen (15) school days to provide coaching feedback. Draft goals may be resubmitted for additional coaching support.

Final Student Growth Goals for 3.1 and 6.1 and a draft goal for 8.1 may be submitted any time prior to the following submission deadlines:

- 5:00 pm the last school day in February for elementary or yearlong secondary courses
- 5:00 pm the last school day in March for semester long secondary courses

In accordance with state law, goals must be approved by the evaluator. This does not mean evaluators can determine the goal focus, but rather, they approve the final overall scope. Evaluators must score goals within fifteen (15) school days using the State Student Growth Rubrics.

Student Growth Measures
Student Growth Measures for 3.2 and 6.2 and the final goal for 8.1 may be submitted any time prior to the following submission deadlines:
- 5:00 pm the last school day in April for elementary or yearlong secondary courses
- 5:00 pm the Friday before Memorial Day for semester long secondary courses

Section 5. Comprehensive and Focused Evaluation Cycle for Classroom Teachers

Comprehensive evaluations include all eight (8) State Criteria and the three (3) Student Growth Components. Non-continuing and Provisional Contract teachers must be evaluated using the comprehensive model. Continuing Contract teachers must be evaluated using the comprehensive model at least once every four years.

Following one year of satisfactory performance on a Comprehensive Evaluation, Continuing Contract teachers move to a Focused Evaluation.

In a Focused Evaluation, the teacher selects one (1) of the eight (8) State Criteria as the focus for professional growth during the year. The teacher's choice is approved by the evaluator. The selected State Criterion and accompanying Student Growth Goals and Measures are the only criteria the teacher will focus on for the duration of the school year. The following rules apply to the selection of the Student Growth Component:

- If a teacher selects Criterion 3, s/he completes Student Growth Components 3.1 and 3.2
- If a teacher selects Criterion 6, s/he completes Student Growth Components 6.1 and 6.2
- If a teacher selects Criterion 8, s/he completes Student Growth Component 8.1
- If a teacher selects Criterion 1, 2, 4, 5, or 7, s/he completes either Student Growth Components 3.1 and 3.2 or 6.1 and 6.2

Teachers who receive a satisfactory yearly rating remain on focused evaluation for three years.

Section 6. Comprehensive Evaluation Scoring for Classroom Teachers

As outlined by the State of Washington, there are five (5) steps to establishing the classroom teacher's yearly rating in the Comprehensive Evaluation Model. These include, determining the score for each of the twenty two (22) Danielson Components, using the Danielson Component Scores to determine each State Criterion Score, and determining the Summative Score based on the State Criteria scores. Once calculated, the Summative Score is combined with Student Growth Impact to determine a teacher's yearly rating.

Step 1: Determining individual Component Scores:

- Each of the 22 Danielson Components and the Student Growth Components will receive a score of 1 to 4 based on the State Rubrics.
- The Danielson Component score is determined by the preponderance of evidence. Evidence means observed practice, products, or results of a certificated classroom teacher which demonstrate the knowledge and skills of the teacher with respect to the four-level rating system.
    - Evidence may include specific, factual teacher or student actions during observations or meetings; and/or through the use of artifacts or other materials.
    - All evidence should pertain to the current school year.
    - If a component score is proficient or distinguished, no artifacts need be provided by the teacher.

- Evidence from meetings (IEP, parent, grade/content team, etc.) may only be used if the performance is representative of the teacher's performance in similar situations. The evaluator must inform the teacher that they are using this evidence within three (3) days of the meeting.
- Evaluators and teachers will each make efforts to redact student names from observations, artifacts, and student growth documentation.
- Artifacts should be submitted by 5:00 pm on the Friday before Memorial Day.

Step 2: Using Component Score(s) to determine each State Criterion Score:

- The charts below are to be used to determine the State Criterion Score.
- For instances where there is a choice between two scores, a conversation between the teacher and evaluator using the guiding questions outlined below will determine which score is appropriate.
- For Teacher State Criterion 7, there is only one component. Because there is only one Component, that score will also be the State Criterion Score.

Scores below are for illustrative purposes only.
The total determines the State Criterion Score.

State Criterion with TWO (2) components: Add the two Component Scores together.

Component 1	Component 2	Total	Score
4	4	8	4
4	3	7	3
3	3	6	3
3	2	5	3 or 2
2	2	4	2
2	1	3	1
1	1	2	1

State Criterion with THREE (3) Components: Add the three Component Scores together.

Component 1	Component 2	Component 3	Total	Score
4	4	4	12	4
4	4	3	11	4
4	3	3	10	3
3	3	3	9	3
3	3	2	8	3
3	2	2	7	2
2	2	2	6	2
2	2	1	5	2 or 1
2	1	1	4	1
1	1	1	3	1

State Criterion with FOUR (4) Components: Add the four Component Scores together.

Component 1	Component 2	Component 3	Component 4	Total	Score
4	4	4	4	16	4
4	4	4	3	15	4
4	4	3	3	14	3
4	3	3	3	13	3
3	3	3	3	12	3
3	3	3	2	11	3
3	3	2	2	10	3 or 2
3	2	2	2	9	2
2	2	2	2	8	2
2	2	2	1	7	2 or 1
2	2	1	1	6	1
2	1	1	1	5	1
1	1	1	1	4	1

State Criterion with FIVE (5) Components: Add the five Component Scores together.

Component 1	Component 2	Component 3	Component 4	Component 5	Total	Score
4	4	4	4	4	20	4
4	4	4	4	3	19	4
4	4	4	3	3	18	4
4	4	3	3	3	17	3
4	3	3	3	3	16	3
3	3	3	3	3	15	3
3	3	3	3	2	14	3
3	3	3	2	2	13	3
3	3	2	2	2	12	2
3	2	2	2	2	11	2
2	2	2	2	2	10	2
2	2	2	2	1	9	2
2	2	2	1	1	8	2 or 1
2	2	1	1	1	7	1
2	1	1	1	1	6	1
1	1	1	1	1	5	1

Guiding Questions to assist evaluators and teachers when a total results in two choices for the score:

- What else should be considered to make a final decision?
- What is the distribution of evidence over time?
- Has there been demonstrated and consistent improvement? If there was growth, was the growth sustained?
- What would be the tipping point? If I consistently saw X, would evaluator feel confident that the performance is “Basic” – if I consistently saw “Y”, would the evaluator feel confident that the performance is “Proficient”?
- What is the essence of this criterion? (i.e.: the big picture) – Go back and find the key words in the framework/rubric. What does the evidence tell about the teacher’s performance and growth with regards to this essential aspect of the components and criterion?
- Is this teacher more basic than s/he is proficient, or more proficient than s/he is basic in this area? What is your evidence based in the framework/rubric to support your decision?

Step 3: Use each State Criterion Score to determine the Summative Score

- The Summative Score is generated by adding the 8 State Criterion Scores together.
- The point range below has been determined by the State of Washington. It may not be altered.

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

Scores below are for illustrative purposes only.
The total determines the Summative Score.

State Criteria 1	State Criteria 2	State Criteria 3	State Criteria 4	State Criteria 5	State Criteria 6	State Criteria 7	State Criteria 8	Total	Score	
4	4	4	4	4	4	4	4	32	4	Distinguished
4	4	4	4	4	4	4	3	31	4	
4	4	4	4	4	4	3	3	30	4	
4	4	4	4	4	3	3	3	29	4	
4	4	4	4	3	3	3	3	28	3	Proficient
4	4	4	3	3	3	3	3	27	3	
4	4	3	3	3	3	3	3	26	3	
4	3	3	3	3	3	3	3	25	3	
3	3	3	3	3	3	3	3	24	3	
3	3	3	3	3	3	3	2	23	3	
3	3	3	3	3	3	2	2	22	3	
3	3	3	3	3	2	2	2	21	2	Basic
3	3	3	3	2	2	2	2	20	2	
3	3	3	2	2	2	2	2	19	2	
3	3	2	2	2	2	2	2	18	2	
3	2	2	2	2	2	2	2	17	2	
2	2	2	2	2	2	2	2	16	2	
2	2	2	2	2	2	2	1	15	2	
2	2	2	2	2	2	1	1	14	1	Unsatisfactory
2	2	2	2	2	1	1	1	13	1	
2	2	2	2	1	1	1	1	12	1	
2	2	2	1	1	1	1	1	11	1	
2	2	1	1	1	1	1	1	10	1	
2	1	1	1	1	1	1	1	9	1	
1	1	1	1	1	1	1	1	8	1	

Step 4: Applying the Student Growth Impact Rating

To calculate Student Growth Impact, all five scores for goals and measures are added together to form the overall student growth criterion score. The student growth score is then applied to the OSPI Scoring Band.

OSPI Approved Student Growth Impact Rating Scoring Band		
5-12	13-17	18-20
Low	Average	High

If a teacher on Comprehensive Evaluation receives a low student growth score, one or more of the following must be initiated by the evaluator at the beginning of the following school year:

- Triangulate student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom , school, district and state-based tools;
- Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum assessment alignment; and/or
- Schedule monthly conferences with the teacher to discuss/revise goals, progress toward meeting goals and best practices

Step 5: Calculating Yearly Rating for Comprehensive Evaluation
To establish a classroom teacher's Yearly Rating on Comprehensive Evaluation the Summative Score and Student Growth Impact is combined in the following manner according to the state rules:

Distinguished Rating:
Distinguished Summative Score with High Student Growth
Distinguished Summative Score with Average Student Growth

Proficient Rating:
Distinguished Summative Score with Low Student Growth, but a Student Growth Inquiry is triggered
Proficient Summative Score with High Student Growth
Proficient Summative Score with Average Student Growth
Proficient Summative Score with Low Student Growth, but a Student Growth Inquiry is triggered

Basic Rating:
Basic Summative Score with High Student Growth
Basic Summative Score with Average Student Growth
Basic Summative Score with Low Student Growth, but a Student Growth Inquiry is triggered

Unsatisfactory:
Unsatisfactory Summative Score is unsatisfactory no matter what level of Student Growth is achieved. The teacher moves to a Plan of Improvement.

Section 7: Focused Evaluation Scoring for Classroom Teachers

Certificated classroom teachers on the focused model are to be observed (according to the state definition) at least twice each school year for a minimum total of no less than sixty minutes during the school year. As appropriate, evaluation may include the observation of duties that occur outside the classroom setting.

- Evidence may include specific, factual teacher or student actions during observations or meetings; and/or through the use of artifacts or other materials.
- All evidence should pertain to the current school year.
- If a component score is proficient or distinguished, no artifacts need be provided by the teacher.
- Evidence from meetings (IEP, parent, grade/content team, etc.) may only be used if the performance is representative of the teacher's performance in similar situations. The evaluator must inform the teacher that they are using this evidence within three (3) days of the meeting.
- Evaluators and teachers will each make efforts to redact student names from observations, artifacts, and student growth documentation.
    - Artifacts should be submitted by 5:00 pm the Friday before Memorial Day.

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 on focused evaluation. Should a teacher provide evidence of exemplary practice on the selected focused criterion, a Distinguished score maybe awarded to a formerly Proficient scoring teacher.

Teachers on Focused Evaluation for whom an evaluator has performance concerns, may be moved back to Comprehensive Evaluation any time prior to December 15th. Before such a move occurs, the evaluator and teacher will meet to discuss this concern. A BEA representative will be present at this meeting. Final notification of the change must be provided in writing. Should serious concerns arise during the second semester, the evaluator and teacher will meet to discuss this concern. A BEA representative will be present at this meeting. The parties will develop an informal plan to support the teacher throughout the remainder of the year.

Section 8. Satisfactory Rating for Classroom Teachers on both the Comprehensive and Focused Evaluation Models

- The minimum standard for a Satisfactory Rating for teachers in years 5 or fewer years of teaching experience is a Yearly Rating of Basic.

- The minimum standard for a Satisfactory Rating for teachers with more than 5 years of teaching experience is a Yearly Rating of Proficient.

If the minimum standard is not met, refer to Section 10.

Section 9. Annual Summaries for All Employees

At the end of each school year, the employee's evaluator shall provide the employee a written Annual Summary of the observations conducted and any other information the parties believe will be useful for the employee's professional growth. For non-classroom teachers, this report will be completed using the Annual Summary form for Non-classroom teachers in Appendix 5. For classroom teachers, the eVAL Summary Report shall be printed and provided to the employee. These year-end summaries shall be provided to each employee at least five (5) working days prior to the end of the school year. This written summary shall be included in the employee's personnel file referenced in Section 14) of this Article, but shall not be made available to any person(s) or utilized in any manner to make determinations concerning the qualifications or relative qualifications of employees for position openings associated with voluntary or involuntary transfers.

Section 10 Intervention Assistance

The limitation of five (5) formal observations does not include a reasonable number of formal observations conducted for employees identified as having serious performance deficiencies and receiving assistance and support.

A. Continuing Contract Employees

If there is reason to believe that a continuing contract employee is experiencing difficulties related to the Evaluative Criteria, the evaluator shall inform the employee in writing of the nature of the concern and establish a meeting to discuss the matter. Such notice shall only be precipitated by issues which are serious in nature. An evaluator shall conduct at least two (2) observations with written feedback consistent with Section 2, before referring the employee for assistance.

At said meeting, the evaluator shall disclose the Evaluative Criteria and Components giving rise to the concern. The employee shall be provided the opportunity to respond to the concern(s). The employee shall have representation from the Association at the meeting. Following the meeting, the evaluator shall inform the employee in writing, with copies provided to the Executive Director of Human Resources and the Association President, either that the concern has been satisfactorily resolved, or that the concern has not been resolved and that the provisions of this section, shall be implemented.

If the evaluator's concerns have not been satisfactorily resolved, an assistance plan will be drafted with the input of the employee and an Association representative. Timelines, specific supports, and dates for formal check-ins with all parties shall be included. Timelines must provide adequate time for growth. A dedicated coach with evaluative expertise will be assigned to the employee to support them through the Intervention Assistance Plan process. Employees may also work with TPEP Coaches, ITCLs, Curriculum Developers, or Instructional Mentors when appropriate. Intervention Assistance shall be implemented prior to any employee being recommended for probation.

B. Provisional Employees

It is the parties' intent to support new staff and provide assistance and support as early as possible. Provisional employees who, after at least two (2) formal observations, are identified as having serious performance deficiencies related to the Evaluative Criteria such that they are being considered for possible non-renewal shall be notified in writing as early as possible and provided support as soon as reasonably possible after such notification. Support will be designed to assist the employee in improving his or her performance and to support student learning. The notification shall identify the specific performance deficiencies based upon the Evaluative Criteria, the forms of assistance to be provided, and a timeline for the provision of such services. A dedicated coach with evaluative expertise will be assigned to the employee to support them through the Intervention Assistance Plan process.

All recommendation(s) to the Superintendent concerning the non-renewal of a provisional employee's contract for the next ensuing term related to the Evaluative Criteria and pursuant to RCW 28A.405.220 shall be made through the implementation of this assistance process.

C. Non-Continuing Contract Employees

It is the parties' intent to support new staff and provide assistance and support as early as possible. For a non-continuing contract employee, upon identification of performance deficiencies related to the Evaluative Criteria, the employee will be so notified and the principal/supervisor will take steps to provide support and assistance with remediation of any identified deficiencies.

Section 11. Probation

A. Purpose

The purpose of probation is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency. The following procedures are to ensure that the professional and statutory rights of the employee involved are respected, and to set forth expectations for timelines, roles, responsibilities and requirements of the probationary process. These procedures are intended to be consistent with RCW 28A.405.100 and to the extent any question of these procedures arise they are to be interpreted in a manner consistent with that statute.

B. Probation Assessment

At any time after October 15 and not later than January 25, and provided that the staff member was previously placed on an Intervention Assistance Plan, an employee on a continuing contract whose work is not judged satisfactory based on district evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement.

For classroom teachers, the following comprehensive summative evaluation ratings mean a classroom teacher's work is not judged satisfactory:

1. Level 1 Unsatisfactory; or
2. Level 2 Basic - if the classroom teacher is a continuing contract employee with more than 5 years of teaching experience and if the Level 2 comprehensive summative evaluation rating has been received for two consecutive years or for 2 years within a consecutive 3-year period.

Employees being considered for probation shall be given written notice reasonably in advance of the written recommendation being forwarded to the Superintendent. An employee receiving such a notice may request a meeting with the evaluator to discuss the matter. The employee shall have the right to representation from the Association at this meeting. The scheduling of such meeting, however, shall not prevent the timely forwarding of the recommendation to the Superintendent.

Any recommendation for probation made to the Superintendent shall be reviewed by the Superintendent or designee. The Superintendent shall act upon the recommendation as he/she determines appropriate and such action may be to go forward with the notice of probation or to authorize the implementation of an alternative to probation.

C. Establishment of Probationary Period

If the Superintendent concurs with the evaluator's recommendation for probation, the Superintendent shall establish a probationary period of sixty (60) school days in accordance with RCW 28A.405.100, and shall provide written notice to the employee. The written notice shall include the specific areas of deficiencies along with a reasonable program for improvement.

Days may be added as deemed necessary to complete a program for improvement and evaluation 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.

At or near the time of the delivery of the written notice of probation, the evaluator will hold a meeting with the employee to review the notice. The employee will be afforded the opportunity to participate in the establishment of the probation improvement program, and shall have the right to representation from the Association at this meeting.
The discussion shall include:

1. A review of specific areas of performance deficiency based on the evaluation criteria
2. Specific ways in which the staff member is to improve; and
3. Types of assistance to be given.

Lack of agreement or cooperation by the employee shall not interfere with or prevent the probationary process from continuing.

D. Observation and Evaluation during Probationary Period

In accordance with RCW 28A.405.100, during the period of probation, the employee may not be transferred from the supervision of the evaluator who served as the employee's original evaluator. Improvement of performance or probable cause for nonrenewal must occur before and be documented by the original evaluator before any consideration of a request for transfer or reassignment is contemplated by either the individual or the school district.

The employee's evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The employee shall have the right to representation from the Association at these meetings. The evaluator may authorize one additional certificated employee to evaluate the employee and to aid the employee in improving his or her areas of deficiency. Separate from this second evaluator, the Association may appoint additional experts of their own choosing to observe and evaluate the employee's performance.

The employee must be removed from probation if he or she has demonstrated improvement to the satisfaction of the principal/supervisor in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her improvement program.

E. Action by Superintendent

At the end of the probationary period the evaluator will provide a written report to the Superintendent summarizing the performance and improvement, if any, of the employee during the probationary period and recommending whether the employee should continue in District employment. The Superintendent will act on the report as he/she determines appropriate.

A written notice of the Superintendent's determination shall be provided to the employee and to the Association.

Section 12. Non-Renewal

Non-renewal of all employees shall be accomplished in accordance with the procedures established by applicable law.

Section 13. Using Information from Other Staff, Parents and Students for Performance Evaluation

The exclusive purpose of this Section is to describe the process whereby information from other staff, parents and/or students may directly impact the formal evaluation of an employee.

A staff member, student or parent having a concern related to the performance of an employee is encouraged to first contact the employee involved, either orally or in writing, to express the concern and request a response. If the concern comes from a student, the student's parent/guardian may assist in this process. At the request of the concerned party, the employee's evaluator may be present at any meeting to facilitate the communication between the parties.

If the employee's response does not satisfy the concerned party, or if no meeting with the staff member has been held, the concern may be communicated either orally or in writing to the employee's evaluator. Any concern from another staff member, a student and/or parent that is submitted to an employee's evaluator for the purposes associated with this Section shall be provided by the evaluator to the employee, together with the name of the staff member, student and/or parent having the concern and a description of the concern.

If the identity of the person expressing a concern related to the performance of an employee is not made available to the employee, together with a description of the concern, or the processes described in this Section have not been followed, the concern from that person shall not be admissible as data associated with the implementation of Article 12.

As professionals, employees recognize that any actions which are established as having been taken as a reprisal by an employee against another staff member, a student and/or parent who communicated a concern related to the performance of the employee is prohibited and shall be cause for discipline of the employee pursuant to Article 6, Section 15, up to and including discharge.

Nothing contained herein shall be interpreted to interfere with the rights of a student and/or parent who believes that their concern has not been satisfactorily addressed to pursue the matter further in accordance with the provisions of the Administrative Procedures applicable to Board Policy 4220.

Section 14. Files Related to Article 12

There shall be three files for the collection of observation and evaluative data. However, files may be kept by other persons who are assisting in the evaluation of an employee. Following the conclusion of the evaluation process, all materials of record shall be returned to one of the files as listed below.

a) One-working file kept by the employee shall include the Annual Summaries developed pursuant to Article 12, Section 9 (Annual Summaries), any other information the employee wishes to retain which has been developed pursuant to Article 12, Section 2 (Observation Process), and any evaluative data collected through the implementation of Article 12, Sections 10 (Intervention Assistance) and 11 (Probation). Such data is to be used at the discretion of the employee.

b) One working file kept by the principal/supervisor shall include the Annual Summaries developed pursuant to Article 12, Section 9 (Annual Summaries), any other information the principal/supervisor wishes to retain which has been developed pursuant to Article 12, Section 2 (Observation Process), and any evaluative data collected through the implementation of Article 12, Sections 10 (Intervention Assistance) and 11 (Probation). Copies of all material contained in the file shall be provided to the employee. If another person(s) assists in the observation or evaluation processes as provided herein, said person(s) may keep a file which shall include all information and data collected, copies of which shall be provided to the employee. This file shall be considered an extension of

the evaluator's file and shall be appropriately disposed of at the conclusion of the observation or evaluation processes.

c) One file kept in the District Human Resources Department shall include evaluation data collected through the implementation of Article 12, Sections 10 (Intervention Assistance) and 11 (Probation), and other appropriate data, excluding all information developed pursuant to Article 12, Section 2 (Observation Process), except for the Annual Summaries developed pursuant to Article 12, Section 9 (Annual Summaries). Annual Summaries shall not be made available to any person(s) or utilized in any manner to make determinations concerning the qualifications or relative qualifications of employees for position openings associated with voluntary or involuntary transfers except that this information may be considered in the case of employees on non-continuing contracts and as a tie breaker in the lay-off process. Copies of all data contained in this file shall be provided to the employee.

No secret files shall be kept.

ARTICLE 13 - STAFFING

Section 1. General Staffing Guidelines

The Association and the District have a shared interest in reducing class size and case load to improve the learning environment of students. To this end, the District and the Association are committed to minimizing large class sizes and caseloads. In situations where class size or case load are beyond the identified sizes for remedy, the Association and District will address resolutions through a collaborative approach which may include Interest Based Strategies if appropriate for the circumstance.

When specific pilot programs are approved for a given building or several buildings, additional staffing beyond that provided by basic allocation formulas may be utilized. These programs are subject to annual evaluations to determine whether the additional staffing and other resources have proved to generate programs of sufficient merit to be provided for all buildings or particular kinds of buildings.

Categorically funded programs staffed on a district-wide basis (i.e., special education, speech and hearing, psychological services, and most federal programs), shall be planned cooperatively among central staff, the appropriate Executive Director, and building principals whose programs will be affected by the impact of the categorically funded programs.

Section 2. Staffing for the Duration of the Contract

The District and the Association recognize that class size and composition among other factors contribute to an optimal learning environment. The parties agree that teaching students with unique or special educational needs is a responsibility of every educational professional in our system. The impact of students with unique or special educational needs will be considered in the assignment process with the goal being an equitable apportionment among the certificated staff at each school. Administrators, counselors and other staff members involved in student assignments will make a reasonable effort to assign students in a balanced and equitable manner.

The staffing allocation to the buildings will be based on staff to student ratios and will be monitored for consistency with District goals and state guidelines as applied to specific programs and funding sources. All allocations to the schools are considered as equivalencies of certificated staffing units and may be traded for other educational resources.

I. Classroom Teachers

Average class size in elementary schools shall not exceed a district-wide average of twenty-four (24) students. Average class size in secondary schools shall not exceed a district wide average of twenty-eight (28) students. If the District is unable to comply at any given school by October 1, the BEA and the District shall mutually agree to a solution, with the understanding that adding certificated staff is the preference. For the purposes of establishing a district-wide average, the following exclusions will apply:

a. Elementary school certificated staff to be excluded:
   - ESAs (counselors, nurses, social workers, etc.)
   - Specialists (art, music, PE)
   - Librarians
   - ITCLs (1.0 FTE)
   - Dean of Students

b. Secondary school certificated staff to be excluded:
   - ESAs (counselors, nurses, social workers, etc.)
   - Dean of Students
   - ITCLs (.60 FTE)

The District will make every effort to staff elementary and secondary class sizes not to exceed the staffing targets listed below. These targets are not hard caps, but rather are intended to guide staffing decisions. A variety of factors may impact staffing targets and potential approaches for remedy. The District and Association will address these on a case by case basis.

Elementary Class Size Targets

	Kindergarten	1st	2nd	3rd	4th	5th
Consideration for staffing remedy	22	24	24	24	27	27

Secondary Class Size Targets

	English	Social Studies	Math	Science	PE	CTE	Visual Arts	Performing Arts	World Language
Consideration for staffing remedy	26	28	28	28	35	30	30	30	28

In some secondary programs, the class size targets may not reflect the appropriate staffing for optimum learning for students. Should a class size load situation need to be addressed, the process for addressing remedies in Article 13, Section 2, Part VII shall be followed.

II. Elementary specialists and librarians, instrumental music/choral teachers and teachers assigned to more than one building.

a. Those elementary art, music (excluding elementary band and orchestra) and PE specialists serving only elementary schools will be assigned to no more than two (2) schools and no more than 28 to 30 forty-minute classroom contacts per week, with a maximum of seven (7) contacts per day. For full time specialists only, the seven (7) contact maximum will not occur more than twice per week. The seven (7) contact maximum will not apply to the early release day, and travel time between buildings will be built into a specialist's schedule by including one (1) classroom contact for travel between one (1) building and another.

b. It is in the interest of Bellevue Education Association and Bellevue School District to effectively use teacher librarian**s** in all elementary schools, so that all Bellevue students have equal opportunities for information literacy instruction and the benefit of a teacher librarian's expertise in selecting literature. Each full-time teacher librarian will be provided with one hundred and sixty (160) minutes per week of planning time for library skills instruction. Teacher librarians will provide planning time for all K-4 classroom teachers at his/her school. The teacher librarian's remaining time will be used for library administration, flexible scheduling of students, and collaboration with the principal and teachers to plan and deliver instruction integrating technology in library skills and information literacy, as well as fostering an appreciation for literature. Schools where enrollment leads to an excess of twenty-two (22) contacts per full time FTE will either provide classified support for library administration or compensation for the extra work load as agreed to by the teacher librarian. If enrollment in any school causes a teacher librarian to have fewer than fifteen (15) contacts, it will be acceptable to schedule up to five (5) contacts at one other school with the intent to maintain a more equitable workload.

c. For instrumental music and choral teachers, elementary specialists assigned to more than one level, and other teachers assigned to more than one building, every reasonable effort will be made to balance the following factors in their individual workloads: number of student contacts, number of preparations, number of schools, number of levels (elementary, middle and high school), teacher contact time, reporting practice requirements, and building management responsibilities. If an imbalance occurs an adjustment in one or more of the workload factors will be made and/or additional resources such as aides or released time will be provided.

d. In the event a staff member's assignment exceeds the number of contacts stated above, the individual will be compensated or provided with additional resources, such as aide time.

III. Special Education/ELL Student Assignments

a. When possible IEP, 504 and ELL students in each school will be equitably assigned to classrooms taking into consideration the number of cases and the complexity of the cases assigned to each staff member.

b. Consistent with IDEA requirements, the case managers for IEP and 504 students will inform the teachers about those students and the accommodations identified in their plans.

IV. Special Education Teachers

The Student Services Program Delivery Council (SSPDC) will, by the first meeting of the

school year, be given a report by the Executive Director of Special Services regarding the assignment of teachers in the district.

V. ELL Teachers

The Supervisor of ELL will, by the first ELL staff meeting of the school year, provide a report regarding the assignment of ELL teachers in the District.

In recognition that students at beginning, intermediate and advanced language proficiency levels need different levels of support, staffing will be allocated accordingly in the spring. The structure of the instructional day where the students will be served will receive equal consideration in making decisions about staffing. Staffing in the fall will be adjusted as needed due to changes in enrollment and student language proficiency growth that may occur after the initial allocation. BEA and BSD will discuss ELL staffing as necessary during Meet and Confer.

When making assignments for ELL teachers, the District will make every reasonable effort to minimize the number of sites served by any individual employee and will consider caseload numbers and the distance between buildings.

VI. Assignment of Related Services Staff

The Student Services Program Delivery Council (SSPDC) will, by the first meeting of the school year, be given a report by the Executive Director of Special Services regarding the assignment of SLPs, OT/PTs, psychologists, counselor/psychologists, 6-12 counselors and nurses in the District.

When making assignments for SLPs, OTs/PTs, psychologists, nurses, 6-12 counselors and counselor/psychologists, the District will make every reasonable effort to minimize the number of sites served by any individual employee and will consider caseload numbers and the distance between buildings.

VII. Remedy

In the event any staff member believes his/her assignment is not equitable within a building or department, the employee will notify his/her principal/supervisor. The principal/supervisor will meet with the employee and his or her Association Representative no later than two (2) weeks after the notification to review the schedule and the individual's assignment, and discuss possible adjustments, accommodations, and/or support. If the employee chooses, he/she may bring a peer to this meeting. Examples of possible remedies include changing the arrangement of course sections, exchanging course sections between teachers, providing clerical assistance and/or released time, and other support deemed to be reasonable and appropriate.

If a decision cannot be reached at the meeting regarding how to appropriately address the concern, the principal/supervisor will respond to the employee with a proposed remedy

within three (3) workdays following the meeting.

Should the staff member continue to have concerns about his/her daily assignment, the staff member may request a meeting with the Executive Director. The purpose of this meeting will be to problem-solve appropriate remedies to address the situation. This meeting will occur as soon as possible. The staff member may be accompanied by a peer, at the option of the employee, and an Association representative.

At the point resolution of the problem is achieved, written documentation of the plan will be provided to all parties.

In the event a teacher loses planning time because of a split assignment, the individual will be compensated for the lost planning time.

VIII. Joint Review of Class and Caseload Assignments

District and Association representatives will meet by November 1 and March 15 to discuss current class and caseload information. Prior to June 15, the parties will meet to review known staffing information for the ensuing school year.

Should the District determine that available resources are not adequate to support the class size averages identified above in any school year during the life of this agreement, the District shall notify the BEA of said lack of resources no later than May 1 prior to the beginning of the affected school year. The parties shall meet within thirty (30) days of the District's notification to negotiate appropriate adjustments to this Article.

IX Support in High Needs Schools

1. Six hundred thousand dollars ($600,000) each year will be allocated for distribution to a total of seven (7) high-needs schools at the elementary and middle school level. The District will prepare the allocation of the funds based on the number of Free/Reduced lunch students and discuss this allocation with BEA before it is provided to schools.

2. The District has established Board Policy 6022 that requires the District to maintain a set aside of general fund balance within the range of 5-6% of the prior year's actual expenditures. If the District projects in a given year that the general fund balance will fall below this level, the District may choose to propose the suspension of funding for this program. Additionally, if there are proposed cuts for the following year from State, Federal, or other sources that are projected to decline by 1% or more of the District's prior year's revenues from that source, the District may choose to propose the suspension of funding for this program. The District will notify BEA in writing or by electronic mail no later than May 1 of the school year if it believes that it may not be able to provide the $600,000 for the succeeding year. The parties will meet to discuss this matter before a final decision is made by the District regarding suspending this funding.

3. In the spring of each year, the District and BEA shall discuss how this money was allocated and address any concerns identified.

4. The money will be allocated by the Principal in consultation with the school staff. Schools will be encouraged to use these funds to purchase additional appropriate certificated staff, but the ultimate decision will be made by the Principal and a building leadership team based on student needs and academic achievement.

ARTICLE 14 - PERSONNEL FILES

Section 1. General

A personnel file shall be maintained for each employee in the District and shall contain such material as described in this Article.

These files shall be kept in locked, fireproof files in the Human Resources Department. The files of employees who have left the District shall be maintained and disposed of per state of Washington record retention guidelines.

The personnel files of every employee currently employed by the District shall be open to him/her for his/her inspection.

Section 2. Employee Access Procedures

Procedures to be followed by the employees wishing to see their personnel files:

a) During the days for which he/she is under contract, the employee may come to the Human Resources Department and request to see his/her file. In the interests of the employee's time, it would be advisable for him/her to make an appointment in advance. During non-contracted days, the appointment must be made in advance.

b) An authorized Human Resources Department administrator will be present while the employee examines his/her file. This Human Resources Department administrator is available to assist in the interpretation of the file; he/she will also help to avoid loss, removal, alteration, or destruction of the materials.

c) Materials reviewed by an employee and judged by him/her to be derogatory to his/her conduct, service, character, or personality may be answered and/or refuted by him/her in writing. Such written response shall become a part of his/her written personnel records.

Section 3. Placement of Materials

An employee may request a copy of any materials included in his/her personnel file. If necessary, the District may make a nominal charge to cover the cost of producing these copies.

No material pertaining to employee conduct or work performance may be placed in an employee's personnel file unless:

a) The employee has been given a copy of the material; as acknowledged by said employee's signature;

b) If the employee refuses to sign the document, the supervisor will make a note on the document that the employee refused to sign.

c) The conclusions in the material placed in his/her file have been substantiated.

The employee may, within thirty (30) days of his/her receipt of any material, make any attachment.

Confidential college credentials and other confidential pre-employment materials will be returned to the sender or, if so directed by the sender, destroyed.

Section 4. Restrictions on Access

Access to the personnel files will be restricted to the following parties:

a) The employee and, at the employee's discretion, an accompanying BEA representative;

b) The supervisor(s) of the employee;

c) The Superintendent and the administrative staffs of the Instructional and Human Resources divisions; and

d) Any District employee or Board member authorized by the Superintendent.

Section 5. Removal of Reprimands

Written reprimands pertaining to employee conduct or work performance which are remedial in nature shall be removed from the personnel files three (3) years from the date of notice, at the request of the employee. In accordance with RCW 28A.400.301, no information related to substantiated verbal or physical or sexual misconduct may be removed from any employee file. In accordance with RCW 28A.400.301, information related to alleged verbal or physical abuse or sexual misconduct that has not been substantiated may be expunged.

A Certificated Staff Annual Performance Summary shall not be deemed to be included within the definition of the term "reprimand" as utilized herein and, therefore, shall not be subject to removal from the files under the terms of this provision. No specific use of the word "reprimand" nor actual text of a reprimand shall be included in a performance summary.

Any material removed from the personnel files as described herein shall, at the discretion of the District and upon written notice to the employee, be placed in a separate file maintained by the District's General Counsel. Said file shall be accessed only by the District's General Counsel, the employee or his/her authorized representative.

No material maintained in the sealed file referenced above shall be deemed admissible in any subsequent disciplinary action following its removal from the personnel files unless said material is specifically analogous to the employee's behavior giving rise to the subsequent disciplinary action.

Section 6. Building Files

Supervisors and principals may maintain an information file, or "building file," at their work site pertaining to employees for whom they have formal evaluation and/or supervisory responsibility.

In a timely manner, a copy of any document placed in an employee's building file shall be shared with the employee, if the employee has not otherwise been sent a copy of the document.

Upon request and by prior appointment, each employee shall have the right to review his/her building file in the presence of the principal, supervisor or his/her designee. If an employee requests that the principal, supervisor, or designee (supervisor) remove a document from the building file, the supervisor may either (a) remove the document, or (b) decline to remove the document with an explanation regarding why the document will not be removed. If the employee is not satisfied with the supervisor's response, the employee may request a meeting between the supervisor, the employee, a BEA representative, and a Human Resources representative to discuss the matter. The parties will discuss the matter and attempt to reach a resolution to the employee's request. If the matter is not resolved, the employee may attach a response to the document.

If an employee is transferred, his or her building file will be transferred to the administrator who will have formal supervisory responsibility for the transferring employee. If an employee resigns or retires, the employee's building file will be transferred to Human Resources for disposition.

Section 7. Public Record Requests

Prior to the release of any information pursuant to a public record request received by the District in accordance with RCW 42.56.230 the response to which would reasonably result in releasing personally identifiable information about an employee or employees, the District will notify the BEA of the receipt of such request. The District will also make a reasonable effort to notify the potentially affected employee(s) via certified mail to the employee's last known address maintained in the Human Resources Department in order to allow the employee an opportunity to seek court intervention to prevent such release. Nothing in this requirement implies or suggests that the District itself has any obligation to seek court or legal prevention of the release of such information on behalf of any employee.

ARTICLE 15 - SENIORITY

Section 1. Seniority Determination

Within the limits of an individual educator's certification, educators with greater seniority will be given preference in employment. An employee's seniority shall be determined by his/her total number of years in education as established by application of rules used in crediting experience on the salary schedule. The person having the larger number of years will have the higher seniority, and the person having the smaller number of years will have the lower seniority. Educators shall be considered to have seniority for all positions in which s/he has the experience, education, or certification to fulfill the requirements of the position

In the case of two (2) persons having an equal number of years, seniority shall be determined by placement on the salary schedule, with the person placed in the higher pay column for education/training having the higher seniority and the person placed in the lower pay column for education/training having the lower seniority.

In the case of two (2) persons having an equal number of years and equal placement on the salary schedule for education/training, the tie shall be broken with the rules set forth in the order below.

1. The individual with the earliest hire date will have seniority
2. The individual with the highest TPEP Annual Summative Score (unsatisfactory, basic, proficient, or distinguished) for those individuals evaluated using TPEP
3. Number of years of experience working at a "high needs school" as defined by the CBA
4. The toss of a coin

Administrators facing layoff from their bargaining unit may only be placed in the BEA bargaining unit if there is not a lay off in the BEA unit. For purposes of such placement, returning administrators may be credited only with seniority based upon experience they earned in a position which would be eligible for inclusion in the bargaining unit. Thereafter, such an employee's seniority will be based upon the first paragraph of this section.

ARTICLE 16 - STAFF ADJUSTMENTS

Section 1. General

Staff adjustments may include both termination from employment ("layoff") and reassignment, as well as decreasing the duties together with the compensation of retained employees. Layoff as used in this Article is for reasons unrelated to employee performance under Article 12 or to personnel matters related to employee misconduct under RCW 28A.405.300.

Section 2. Layoff Procedures

Layoffs may be necessitated by different circumstances including the following:

A. Reasons related to financial conditions:

   1. failure of a levy election

   2. large insufficiencies in state/federal funding

   3. loss of categorical funding (e.g., vocational education, transitional bilingual)

B. Enrollment decline.

C. Changes in programs, in educational program priorities, or in how educational services will be provided. These changes may or may not be related to financial resources.

D. Mismatches between the certification of existing employees and the certification requirements of course or program offerings.

In the event layoffs are anticipated based upon a levy failure, the District and the Association agree to meet within seven calendar days of the election in which the levy failed. The purpose for this meeting is for the District and the Association to establish a process and timeline to review the extent of the projected financial losses, to explore options to layoffs, to discuss financial information and projections, to consider potential impacts on programs and employees, to identify any appropriate actions, and to develop any practical ways to mitigate adverse impacts on District educational programs. The common goal of this process is the development of a joint recommendation for the School Board's timely consideration and possible adoption.

If the District reaches a determination that layoffs will likely result for reasons under Item A. above other than for levy failure, the District will notify the Association of the possibility and the reasons of the possible layoffs within seven calendar days of when that determination is reached or as soon as it is reasonably possible depending upon the circumstances. Upon receipt of such notice, the parties will meet for the same or similar purposes and goal as would occur in the event of a levy failure, provided that such activities and goal are appropriate for the specific circumstance.

For layoffs occasioned under Items B., C., or D., above, the District will give the Association notice of the possibility of such layoff(s) and the reason(s) such may occur as soon as reasonably possible once such possibility is determined to be likely. Any process to consider other options or responses will be dependent upon what the parties determine would be appropriate to the specific circumstance(s).

Regardless of the reasons for a layoff(s) or the meetings, discussions, and activities described above, the School Board has the legal responsibility to establish the educational programs and services to be provided by the District and has the authority to make necessary adjustments consistent with the financial resources available and the program and services it determines will be provided. The Board and District decisions must be made in a time frame that allows any adjustments to be made within statutory requirements. Therefore, if no joint recommendation(s) can be reached in a timely fashion concerning any layoff situation, it is recognized that the District administration and School Board will proceed without such recommendation(s).

The fact that the Association engaged in the discussions described above shall not be utilized in any fashion to suggest that the Association has, thereby, abrogated any legal rights the Association may have to contest or address actions unilaterally taken by the District Administration and/or School Board.

If it is necessary to lay off employees for the next school year**,** those employees who will be retained and those to be laid off will be identified by using the following procedures:

An employee shall be placed in each seniority class for which s/he is qualified pursuant to the provisions of Article 15 of this Agreement.

Selection of which employees in a class are to be laid off shall be made in inverse order of their seniority. Those with the lowest seniority will be first selected.

All employees who are laid off in accordance with these procedures shall be placed in a recall pool for up to two (2) years.

Employees laid off under the provisions of this section shall be notified in writing by the District in accordance with statutory requirements. The District shall provide the Association with the names of all such employees as soon as possible after such determination has been made.

Section 3. Recall Procedures

If the District needs to fill open positions, the District will hire persons exclusively from the recall pool as specified in these procedures; provided, however, if there is no qualified person in the recall pool, the District may hire a person from outside the pool.
Recall shall be determined as follows:

a) Each individual shall be considered for reemployment for any position for which s/he is qualified.

b) The most senior qualified employee for the position opening will be reemployed.

c) An employee who was previously assigned to a part-time position at the time of layoff, shall be recalled to part-time positions for which they qualify; PROVIDED that no part-time employee with less seniority shall be recalled to any part-time position unless such position is declined by other employees in the recall pool (full and part-time) with greater seniority; PROVIDED FURTHER, no employee who was previously assigned to a full-time position at the time of layoff, shall be required to accept a part-time position.

Section 4. Employment Notification

Persons in the recall pool shall be responsible for maintaining their current addresses and telephone numbers with the Human Resources Department. Any employee who does not wish to remain in the pool is encouraged to notify, in writing, the Human Resources Department of their desire to be removed from the pool. Said notification shall be irrevocable.

The District shall send notification to persons selected for recall by certified or registered mail. The individual will have eight (8) calendar days from posting of such letter to accept employment in the position. A person who fails to notify the District in writing of intent to accept the position offered within the eight (8) calendar days above shall have no right to placement in the position. In the event that the persons selected for recall fail to notify the District in writing of intent to accept the position within the eight (8) calendar days or the person declines employment in the position in writing, then the District shall select the person next in order of recall and notify him/her of the selection as set forth herein.

If the person selected for recall fails to notify the District in writing of intent to accept the position within the eight (8) calendar days or the person declines employment in the position in writing, such individual will nevertheless remain in the recall pool without loss of status; provided, however, that no person shall remain in the pool for more than two (2) years beyond August 31 of the calendar year in which he/she was laid off.

The District shall notify the BEA immediately of each individual selected for recall.

If a person who held a contract for fulltime employment which was non-renewed is recalled to part-time employment, s/he~~/~~shall nevertheless remain in the recall pool until such time as s/he is given a fulltime employment contract or until his/her recall rights expire.

Persons in the recall pool shall be placed on the substitute teacher roster upon request.

Section 5. Special Leaves

Each employee who does not receive a notice that s/he is to be laid off and who has at least one (1) year of experience in the District may apply for a leave of absence without pay for the balance of the school year or the upcoming school year. The Board will approve leave for an applicant if the granting of such leave would eliminate the necessity for the layoff of another

employee or if the person requesting such leave can be replaced by a qualified person in the recall pool. Guaranteed leave will be granted for a maximum of two (2) school years.

a) A person may request in writing a leave of absence for the next school year at any time prior to June 1st of the current school year unless the RIF deadline is extended past May 15th by the state.

b) Employees taking such a leave shall be responsible for providing the Human Resources Department with their mailing address and any changes thereof during their leave period.

c) A person taking the leave herein provided shall be an employee on leave of absence status during the period that the leave was granted. At the end of the leave, unless layoffs are again necessary, the District shall be obligated to employ the person as follows:

    1. On full employment status in a position and on a time basis equivalent to that held by other employees similarly contracted and situated.

    2. On contractual terms identical to those held by other employees similarly situated who took no leave of absence.

d) The District shall make no distinction in making layoff selections between the employees on full employment status and employees on special leave of absence status. In particular, a person will not lose seniority status by taking a leave of absence pursuant to this provision, nor will the person be provided any employment rights that employees with similar seniority do not possess.

e) No person on leave of absence pursuant to this provision shall be replaced by a person on a one (1) year non-continuing contract unless there is no one in the recall pool qualified to take his/her position.

ARTICLE 17 - LEAVES

Section 1. Leave of Absence

A leave of absence for a period not to exceed one (1) year may be granted by the Board of Directors to an employee subject to such terms and conditions as set forth in this Agreement or as the Board shall otherwise determine provided such terms do not conflict with this Agreement. Such terms and conditions will include a stipulation as to whether the employee shall be guaranteed a position upon return from leave and shall be embodied in writing and signed by the employee and the Superintendent prior to the granting of a leave. Prior to the approval of a leave that does not guarantee a position upon return, the District will provide notice advising the employee to contact the BEA to discuss questions regarding the terms and conditions of the leave before accepting these terms.

A leave of absence will be granted by the Board only upon the recommendation of the employee's principal or immediate supervisor and the Superintendent that the requested leave is in the best interest of the District and that a qualified replacement is available.

Section 2. Leave for Illness, Injury, or Emergency

If a nurse, psychologist, counselor or psychologist/counselor uses a day(s) as described in this section, the following options are available:

1. The employee may request a substitute through normal established District procedures.

2. The employee may choose not to call a substitute.

3. If due to absences under this section, an employee's workload is affected, the employee may work with his/her principal/ supervisor to make up the work. The specific work, the amount of time to be made up and date(s) and times for work to be done on site will be mutually agreed to by the principal/ supervisor and employees. If this option is exercised, the amount of time worked will not be deducted as sick leave.

Nothing in 1-3 immediately above shall preclude a principal/ supervisor from requesting a substitute.

Accumulation of Credit

On the effective date of an employee's initial contract and annually thereafter at the beginning of each school year, each employee shall be credited with an advanced allowance of one (1) day for each fifteen (15) days (8 hours for each 120 hours) of contracted service, to a maximum of twelve (12) days per contracted year. One-half (1/2) day shall be credited in instances where such formula results in a fraction of five-tenth (5/10) or more. These days shall be used for the following provisions outlined below: Illness or Injury, Emergency, Ceremony, and Personal.

The unused portion of such leave shall accumulate from year to year to a maximum of one thousand four hundred forty (1,440) hours. Employees will be compensated for unused sick leave days in accordance with legal requirements.

The parties agree that employees who retire who are eligible in accordance with the appropriate statute (RCW 28A.400.210) shall be compensated for their respective accumulated sick leave in accordance with applicable state regulations.

Upon request, employees shall be compensated annually for unused sick leave days pursuant to RCW 28A.400.210, and in accordance with appropriate regulations as established by the Superintendent of Public Instruction.

Unless otherwise prohibited by law, employees who elect to retire under the provisions of an early retirement legislation shall receive remuneration for accrued leave for illness or injury pursuant to District procedures on the following schedule: (a) one-half of said amount shall be paid at the time of the employee's separation from employment as is allowed for other retiring employees; and (b) the remaining balance shall be paid on the date the employee would have been eligible to retire under RCW 41.32.480 or RCW 41.40, or spread in equal installments over the three years following the date of the employee's separation from employment, whichever occurs first.

Use of Leave for Illness or Injury

Employees who are unable to work because of injury, quarantine or personal illness which shall include disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom may take up to the number of days under this Section that they have accumulated.

An employee who becomes a non-birth/adoptive parent may use up to three (3) weeks of accrued sick leave at the time of the birth or adoption of that employee's child.

An employee may use leave for illness and injury to care for a spouse, domestic partner, parent, parent-in-law, grandparent or a child of the employee under the age of eighteen with a health condition that requires treatment or supervision or a child eighteen years of age or older incapable of self-care because of a mental or physical disability.

Procedures for notifying the District of such an absence and securing a substitute shall be established and distributed by the District. Failure to follow established procedures may result in an absence being classified as leave without pay (see Article 17, Section 10).

In the event the District has good reason to believe an absent employee is not ill or injured, an affidavit or a physician's statement may be required for an absence.

The District may also require a written statement from a regularly licensed physician which indicates the last date of an employee's physical disability.

Upon return from a disability leave at the start of a school year, the employee will be given the same consideration for returning to the building of his/her last assignment as if he/she had been on active duty. If the employee returns from leave during the school year, and the employee has been replaced by someone other than a substitute, the District reserves the right to place the employee in a building which will be most advantageous to the District. However, the following year the employee shall be returned to the building of his/her previous assignment. If the employee does not desire to return to the building of his/her last assignment, the employee must notify the Human Resources Department of that desire prior to the expiration of his/her leave.

Use of Leave for Emergency

1. Employees who are unable to work because of emergency situations may take leave up to the number of days of leave accumulated under this section. The reason for such leave may include the following: family illness or hospitalization, accidents that prevent the employee from reporting for work, serious damage to personal property, legal proceedings in which the court mandates attendance of the employee (other than as covered by civic duty leave), business or legal matters that must be taken care of during school hours, and other similar emergencies which make it impossible for the employee to work.

   Emergency leave as identified above may be granted only if:

   a) The problem has been suddenly precipitated or is of such nature that preplanning could not have relieved the necessity for the employee's absence.

   b) The problem is serious and not one of minor importance or mere convenience.

2. Also, one day of leave per year shall be granted under this section for matters directly involving the employee's family and/or a member of the employee's household. Such leave should be granted only for the following specified purposes occurring during the workday and over which the employee has no control:

   a) Marriages
   b) Graduation ceremonies
   c) Other ceremonies of an exceptional, distinctive nature

Written application for consideration of emergency leave will be by form (Appendix 6.3) available in the school buildings and addressed to the Human Resources Department Office within thirty (30) days after the date(s) of the absence. The employee shall provide on the written application a detailed explanation of the emergency causing an absence. An employee whose application for emergency leave has been denied shall be so informed within fifteen (15) days of the receipt of the application by the Human Resources Department.

An employee whose pay is deducted due to the filing of an improper application or the failure to submit an application for consideration may appeal said action within ten (10) days from the date the employee became aware or should have been aware that the deduction has been made. In such cases, the thirty (30) day time line for filling an application for consideration shall not bar

the employee from being granted emergency leave if the reason(s) for the absence meet the criteria as established above.

Use of Personal Leave:

An employee may take three (3) days of leave as Personal Leave, provided said employee has at least three (3) days of accumulated leave under this section from which the Personal Leave shall be deducted. Personal Leave shall be approved unless the leave is taken at any of the following times:

a) The first five (5) or last five (5) school days of the year.
b) The day before or after winter, mid-winter or spring break, or Thanksgiving break.

An employee shall request Personal Leave through the District's automated substitute system no later than three (3) working days prior to the leave. Failure to do so may result in leave without pay. Up to twenty (20) personal leave days will be granted each workday consistent with a) and b) above. If a request for Personal Leave is denied by the District's automated substitute system, an employee may e-mail the Substitute Program Coordinator asking that the leave request be reconsidered. More days may be granted if in the judgment of the Substitute Program Coordinator granting such leaves will not affect the District's ability to cover all other absences. For further information, refer to the MOU Regarding Daily Maximum on Personal Leaves.

An employee may carry forward up to two (2) days of Personal Leave eligibility into the next school year for a maximum of five (5) days of Personal Leave that may be taken in any single school year, and at any one time, provided said employee has at least five (5) days of accumulated leave under this section from which the Personal Leave shall be deducted at the time the Personal Leave is taken.

Industrial Injury or Illness:

Employees suffering illness or injury compensable under the District's self-insured industrial insurance program shall continue to receive full pay for the balance of their annual contract. In order to avoid over-payment to the employee, salary compensation that may be provided from liability insurance, lawsuits, the Washington State Teachers' Retirement System, Workers Compensation, or Social Security, shall be deducted from the salary paid by the District during the period of disability. Any overpayment must be returned to the District by the employee.

In order to be treated as leave with compensation under this Agreement, an absence resulting from an illness or injury compensable under the District's self-insured industrial insurance program must be certified to be necessary by a regularly licensed physician.

Section 3. Public Health Leave

Any employee who must be excluded from his/her work site as a result of an order by the Public Health Department relating to an outbreak of a vaccine preventable disease, and who has submitted to the District documentation concerning his/her immunization history claiming either

a bona fide religious objection to, or medical exemption from, the necessary immunization, shall suffer no loss of pay as a result of the exclusion, provided said employee exercises one of the following options:

1. The employee of his/her own volition decides to utilize his/her accumulated sick leave under the provisions of emergency leave as identified in Section 3 of this Article.

2. The employee engages in alternative educational work activities as identified by the District during the period the employee would have otherwise been performing his/her regular work functions.

3. The employee engages in alternative educational work activities as identified by the District at some time acceptable to the District and the employee other than during the period the employee would have otherwise been performing his/her regular work functions.

4. Some combination of 1) and 2), above, or 1) and 3) above that is acceptable to the employee and the District.

The parties agree that if an employee asserts a medical exemption as described above, the employee may be obligated by the District to provide medical verification of said exemption. Further, should any medical exemption be temporary in nature, it is understood that the employee shall obtain the necessary immunization after the medical exemption is no longer operative and that the above provisions shall not be effective beyond the period of the actual medical exemption.

Section 4. Military Leave

Military leaves of absence shall be granted to employees. Each employee granted a military leave of absence shall be eligible to return to a comparable position in the District with annual increments equivalent to the number of years spent in the service of his/her country, providing he/she notifies the Superintendent within forty (40) days after his/her discharge or release from the service of his/her intention to seek employment with the District.

Section 5. Bereavement Leave

The Bellevue School District will allow up to five (5) days of paid bereavement leave in the case of a death of any member of the employee's household and/or the following members of the immediate family: spouse or domestic partner, mother, father, daughter, son, brother, sister, step-father, step-mother, daughter-in-law, son-in-law, grandmother, grandfather, grandchild, brother-in-law, sister-in-law, father-in-law, mother-in-law.

The District will allow up to one (1) day of bereavement leave in case of the death of a close family friend not to exceed three (3) per school year.

Submission of the form identified in Appendix 6.3 within thirty (30) days of bereavement leave is required to document criteria for this leave.

In situations where serious personal problems occur as a result of bereavement, the employee may be granted an extended leave of absence without pay upon approval of the Superintendent. Such leave shall not exceed ninety (90) days and the employee shall maintain his/her place on the salary schedule.

Bereavement leave shall not be accumulative.

When circumstances related to the death of a person identified above or related to a person not otherwise described in this section present an emergency for an employee, provisions of Article 18, Section 3, related to emergency leave apply. In the event an employee wishes to determine whether an absence will be approved as emergency leave, he/she may make an oral or written request of the Human Resources Department which will be answered within twenty-four (24) hours.

Section 6. Leave for Religious Purposes

Employees planning to participate in a religious observance on a day when school is in session will be granted up to three (3) days leave for this purpose.

An employee desiring to take this leave may indicate, on the form provided for his/her request to take the leave, which of the following options he/she wishes to exercise in connection with this leave:

a) The employee will make up each day missed by performing professional tasks under the supervision of his/her immediate supervisor on a mutually agreeable non-school day which falls between five (5) week days before the opening and five (5) week days after the closing of the employee's current contract year; or

b) The employee will have each day missed charged to one of the days of emergency leave which he/she is authorized by Article 17, Section 2.

An employee desiring to take leave under this policy must notify his/her principal or supervisor at least ten (10) days in advance of the requested leave.

Section 7. Leave for Civic Responsibility

An employee may be granted a leave of absence for jury duty, to serve as a witness at trials, or to exercise such other civic duties as may be required. During such leave, he/she shall be paid his/her regular salary, less any compensation received for his/her services but excluding transportation or any other regularly accepted per diem expense. However, the employee will not be granted leave with compensation if the employee is a plaintiff or defendant in an action, unless such action is brought by a third party naming the employee as a defendant for an act in the regular performance of his/her duties as an employee.

Any employee who takes leave under this section shall provide a copy of such notice or subpoena as is appropriate to establish the need for such leave.

Section 8. Leave for Educational Purposes

When an employee participates in a professional activity which reflects favorably on the District as well as on the individual employee, and when it is necessary for the employee to miss up to five (5) contracted days in order to participate in said opportunity and when the absence is not a continuing occurrence that puts an undue burden on the District, his/her salary will not be deducted. However, the employee taking leave under this policy shall reimburse the District in the amount of any stipend received prorated to the number of days' leave taken, excluding transportation and any other regularly accepted per diem expenses.

An employee desiring to take leave under this policy must seek approval of his/her principal or supervisor at least thirty (30) days or as soon as practicable in advance of the requested leave. The principal or immediate supervisor, in consultation with the Executive Director, Human Resources, will approve the leave request unless, in the judgment of the principal or immediate supervisor, the leave would not be of direct benefit to the employee in the performance of his/her duties. Such approval will also be contingent upon determination by the principal or immediate supervisor that it is possible to replace the employee seeking leave without causing harm to the educational program.

Section 9. Consulting Leave

1. One hundred and fifty (150) days of released time shall be provided for each year of this agreement to allow employees to consult with other organizations so long as the work to be performed is related to the employee's job and is of benefit to the District. If all one hundred and fifty (150) days of leave are used in a year, any requests beyond this amount will be considered by the Association and the District via Article 4, Section 2.

2. A maximum of eight (8) released days per year may be used by any one employee. Requests for leave beyond eight (8) days per year will be considered by the Association and the District via Article 4, Section 2, and will be considered on a case by case basis.

3. Where provided for, the cost of the substitute shall be paid by the employing organization. If a substitute is required but the cost for the substitute is not covered by the employing organization, this cost will be paid for by the District.

4. Employees shall submit a CERTIFICATED CONSULTING WORK FORM to Human Resources requesting approval for leave under this provision. A copy of the request shall be given to the Principal/Supervisor.

Section 10. Child Care Leave

Any employee may request child care leave (without pay) for the purpose of giving birth to a child, legally adopting a child, or caring for an infant or medically ill dependent child.

The employee's request for leave is to be made in writing to the Superintendent or designee no less than 20 days prior to the date on which the leave is to begin. The 20-day period notice may be waived by the Superintendent if it is determined that an unforeseen circumstance warrants such action. The request shall specify the duration of the leave requested.

Child care leave may be granted only by the Board of Directors. The leave may begin at any time in accordance with notification and approval requirements, but must be scheduled to expire at the beginning of the semester for employees at the secondary level, or at the end of winter holiday for employees at the elementary level within the eighteen (18) month period immediately following the effective date of the leave. This leave runs concurrently with State and Federal laws and in no way diminishes the rights available under these laws.

At least thirty (30) days prior to the expiration of the leave, the individual must submit to the District written notification of intent to return to employment.

Reemployment of the individual upon expiration of the child care leave shall be guaranteed on the same basis as it is for any individual under contract with the District. This does not imply that the individual will return to the same position.

Failure of the individual to file written notification of return, as required above, or failure to return to employment upon expiration of the leave will result in termination of the individual's contract with the District; provided, however, if in the judgment of the District, it was not possible for the individual to file timely written notification, the District may reemploy the individual.

Section 11. Leave Without Pay

Application for leave without pay shall be made as far in advance of the requested leave as possible through the employee's principal/supervisor who will recommend to the Human Resources Department whether the leave should be granted. In consultation with the principal/supervisor, the Human Resources Department Office will determine the status of such leave requests and will so notify the employee. The granting of the leave will be on a case by case basis. The special circumstances or needs of the individual as well as the best interests of the educational program will be considered in making the determination to grant or deny the application.

One (1) full day's salary shall be deducted for each day of such leave. This shall be calculated at the per diem rate. The deduction will be made from the first payroll after the leave is taken or final warrant, if the contract is not fulfilled.

A person elected to serve in the State Legislature will be issued an unpaid leave of absence with a guarantee of return to his/her position which would be the same as that given a person granted a sabbatical leave. Such leave shall not exceed one year.

Section 12. Benefits Upon Reemployment

The District shall restore credit for illness, injury, or emergency leave and/or other cumulative type benefits, which are not used or compensated for at termination, to any former employee who is employed by the District in a certificated position. This pertains to all former certificated employees regardless of the date upon which they are rehired.

Section 13. Leave Sharing

The purpose of this provision is to permit employees to donate sick leave to another employee who is suffering from, or has a relative or household member who is suffering from, an extraordinary or severe illness, injury, impairment, physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.

Criteria for Eligibility:

1. The employee's job is one where sick leave can be used and accrued.

2. The employee is not eligible for time loss compensation under 51.32 RCW (Worker's Compensation).

3. The employee has abided by all district policies regarding use of sick leave.

4. The employee has exhausted, or will exhaust sick leave.

5. The medical need of the employee or dependent has been established: must be extraordinary, severe or life threatening, per documentation provided by the patient's physician.

6. The condition has caused or is likely to cause the employee to take leave without pay or terminate employment.

7. The employee is not being compensated for Long Term Disability.

8. The employee has not exceeded the maximum amount of shared leave available per lifetime: 261 days.

Criteria for Donor:

1. The employee must have accrued more than sixty (60) days of sick leave.

2. Employees may not donate more than six (6) days of sick leave during any twelve (12) month period.

3. Employees may not donate an amount of sick leave that will result in his or her sick leave account going below sixty (60) days.

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

Application Process:

Once an employee has exhausted all sick leave and other sources of compensation as described above, the employee may apply for shared leave.

An application form available from the District Human Resources Department must be completed to qualify the applicant. The application shall be submitted to the Employee Benefits Manager for review. If an employee who has submitted a completed application form meets the Criteria for Eligibility described above in this Section, the application shall be approved.

Employees who wish to donate sick leave to an approved employee in need of shared leave must complete a "Shared Leave Donor" form available at each school or through the district Payroll Department.

Distribution of Unused Leave:

If more leave is donated than is needed, unused leave shall be redistributed to each individual donor proportional to his or her contribution.

Procedures for Implementation:

The District shall prepare reasonable procedures, forms and associated processes for the implementation and accounting associated with this provision. A copy of said procedures, forms and associated processes shall be provided to the Association.

Section 14. Job Sharing

Definition:

A Job Share is the shared performance of the duties of a full-time (1.0 FTE) regular position by two employees (.50 FTE each).

Application Process:

Employees who wish to job share shall submit a written request to their principal or supervisor with a copy to the Human Resources Department. The request shall include the following information: 1) position to be shared; 2) names of the employees who will share

the position; 3) days and hours to be worked by each employee and 4) a plan for how the work will be allocated including meetings, conferences and in-services.

Employees must request that a leave of absence be granted for the portion of the contract or assignment which is being reduced.

An employee who would like to job share may ask the Human Resources Department for the names of other employees who have indicated an interest in job sharing.

No job share request shall require the hiring of a part-time employee.

Decision:

The principal or supervisor will consider each request for a job share and will make his or her decision in consultation with the Human Resources Department based on the following factors: 1) potential impact of the job share proposal on the educational program; 2) best interest of the students; 3) efficiency of the school, department or district operation; 4) employee's employment history including performance evaluations and number of previous leaves granted; 5) needs and desires of the employee and 6) compatibility of the job share employees.

Working Conditions:

Each employee shall be issued a supplemental contract for separate work consistent with the District/BEA collective bargaining agreement.

The implementation of a job share shall not cost the District more than the cost of filling a 1.0 FTE position with a single employee with regard to insurance benefits. Salary placement and seniority will be consistent with the District/BEA collective bargaining agreement.

To the extent possible, job share employees will substitute for each other when pre-planning allows such an arrangement. A job share employee subbing for their partner will be paid consistent with the substitute rate in the current collective bargaining agreement.

Continuation of the Job Share:

Once a job share position has been approved, the position shall remain as such for the remainder of the school year. By February 15, the employees in a job share position must apply again and request that the job share arrangement continue and that a leave of absence be extended.

The principal or supervisor in consultation with the Human Resources Department will notify the employees, no later than April 1, if the job share will be continued.

Termination of the Job Share Agreement:

If the job share arrangement is terminated, each employee will be returned to his/her FTE contract status which was allocated at the time the job share began. The assignment of each employee will begin at the start of a school year and will be at the sole discretion of the District.

If either employee who has agreed to job share cannot fulfill his/her obligation to a job share or no longer wants to continue the arrangement, the job share may be terminated at the end of the school year or sooner depending upon the circumstances. Both employees may be required to return to work full-time and assignment will be at the sole discretion of the District.

If it is necessary to surplus an employee in a building in which there is a job share, the job share will be terminated and seniority for each employee shall be determined consistent with the District/BEA collective bargaining agreement.

Section 15. Family Medical Leave

Employees may be eligible for leave pursuant to the Family and Medical Leave Act of 1993 and Bellevue School Board Policy 5404. Employees may obtain a copy of Board Policy 5404 by contacting the Human Resources Department.

ARTICLE 18 - ADMINISTRATIVE LEAVE AND ADVERSE ACTIONS

Section 1. Purpose

The children, citizens, and directors of the Bellevue School District are rightfully entitled to a staff of employees who are professional and reasonably competent in the performance of their services to the District. Probation, suspension, discharge, and nonrenewal are means which may be helpful or necessary in assuring that the certificated staff consists only of persons who are professional and reasonably competent. However, employees are not subject to adverse actions because of activities not related to the performance of their contractual responsibilities. Therefore, the purposes of these procedures are: 1) to identify actions to be taken by the District in relieving employees for cause from the performance of their duties and 2) to assure the full protection of the rights of employees as guaranteed by law.

Section 2. Administrative Leave

The following procedures shall apply to administrative leave:

a) Allegations have been made against an employee that are of such nature as to jeopardize students or the school program or otherwise seriously impair the school or department operation.

b) The District shall notify the Association when a non-supervisory, certificated employee is placed on administrative leave, and the reasons why the employee has been placed on such leave.

c) The purpose of the leave is to remove the employee from performance of his/her usual and accustomed services while an investigation of the allegations against the employee is conducted. Administrative leave is not disciplinary action and the employee remains at the employee's regular rate of pay and benefits for the duration of the leave.

d) The leave shall not exceed ninety (90) working days, except in extraordinary situations. In such situations, the District shall provide the rationale for the extension to both the Association and the employee at least two (2) working days prior to the expiration of the ninety (90) working days. If the parties do not agree that this constitutes an extraordinary situation, the Association shall have the right to challenge the decision of the District through the grievance procedure outlined in Article 27.

e) At the time of the leave, the supervisor shall inform the employee of the allegations and the reason(s) for the leave.

   Within one (1) workday of being placed on administrative leave, the employee will be given a written statement of reason(s) for the leave and the allegations made against him/her.

f) If the allegations are found to be without merit, the employee shall be reinstated as soon as possible.

Section 3. Adverse Actions

An employee may be discharged, suspended without pay, or otherwise adversely affected in his/her contract status only as provided by applicable law.

ARTICLE 19 - ACADEMIC FREEDOM

Section 1. General

Academic freedom has two facets:

a) Primarily, it is designed to expose the learner to all ideas.

b) Secondarily, it is to assist and protect the teacher in his/her attempt to guide the learner in the search for truth.

The freedom to teach is limited by the maturity of the student. For this reason, judgment about the presentation of instructional resources is appropriate in the terms of the maturity of the student and not in terms of the suppression of knowledge.

The kindergarten level through the earlier experiences in high school is seen as a continuous expanding period of growth toward maturity. The latter years of high school are regarded as the first fully mature level.

Section 2. Controversial Issues

Controversial issues rising from classroom situations and subject matter may be discussed and explored in the classroom throughout the District.

A controversial issue arises when one or more of the proposed solutions to a problem is in conflict with the cherished interests, economic or social beliefs, group affiliations, or political expectation of a section of the citizens of the community.

Controversial issues provide stimulation to learning by stirring intellectual excitement and are thus an integral part of the normal classroom environment. Free inquiry in a democratic society requires that controversial issues arising in the normal classroom situation be handled as a regular aspect of instruction and learning in such a way as to not inhibit the dignity, personality or the intellectuality of either the teacher or the student.

Controversial issues with respect to instruction in the public school appear to present, in essence, a twofold problem:

a) The question of academic freedom for both the teacher and the student; and

b) The problem of technique or method employed in handling controversial issues in the classroom.

For the best interest of the individual, the community and the larger society, provision must be made so that teachers and students alike are free to exchange and develop ideas.

Therefore, the guidelines which follow have been devised to achieve an educational environment through which the teachers and students of the District may enter the marketplace of free ideas with hope, anticipation, and enthusiasm for the achievement of individual excellence consistent with individual ability.

Controversial issues shall be handled as they arise and shall not be avoided in order to restrict or restrain the academic freedom of either the teacher or the student.

When handling controversial issues, the teacher may not present his/her own personal position as the only acceptable position which may be taken on that particular issue.

Controversial issues shall be studied with as much objectivity as the ability of both teacher and student will permit. When handling a controversial issue, the teacher will provide suggested resource materials or sources of information on as many aspects of the issue he/she can in order that all students may pursue individual reading and study so that they may reach individual conclusions with respect to that particular issue.

Materials and references presenting all sides of controversial issues should be made available by the school library.

Neither the teacher nor the student shall avoid an issue simply because it is of a controversial nature, nor shall an issue be raised merely because it is of a controversial nature.

In handling a controversial issue, the teacher shall not suppress a student's view on that issue as long as the expression of that view is not derogatory, malicious, or abusive toward other students' views, but on the other hand one student shall not be permitted to dominate the discussion.

The handling of controversial issues does not always require an extensive examination, but all the competency of both teacher and student shall be exerted to make a clear definition of the issue.

All sides of a controversial issue shall be explored.

In handling controversial issues, both teachers and students shall be encouraged to keep the problem-solving attitude in mind.

Propaganda when recognized should always be distinguished from fact.

Section 3. Selection of Speakers

Within the limitations imposed by the level of intellectual and emotional maturity of the students to be addressed, any faculty member of any school may invite any speaker to address students on any subject, the presentation of which is relevant within the general goals of the educational process, which is not prohibited by law and which presentation is consistent with this Article.

It should be clearly understood that an invitation to a speaker to address students does not necessarily imply an endorsement of the views expressed by the speaker, nor are the Board of Directors, administrative officers, or teachers required to take a stand either for or against the ideas presented by the speaker. They may do so provided that the provisions on controversial issues (Article 19 Section 2) are observed when the subject is controversial.

Seven (7) calendar days prior to the date upon which an outside speaker is to address a class or student group, the faculty member, a faculty group, or a student group inviting the outside speaker shall, in writing, inform the chief administrator of the school building where the speaker is to make his/her address of:

a) The name of the guest speaker;

b) The subject to be discussed by and with the speaker;

c) The class or group to be addressed.

The chief building administrator may, at his/her discretion, inform the appropriate Executive Director of the guest speaker and the subject involved.

The purpose of the seven (7) day period is, consistent with professional courtesy, to allow:

a) The chief building administrator and Superintendent the opportunity to discuss the speaker and subject matter in the context of the controversial issues and academic freedom provisions of this Agreement with the faculty member, faculty group, or student group.

b) The faculty member, the faculty group, or the student group to express their views on the speaker or subject matter in relation to curriculum and course context.

c) Adequate time for notification of parents of students addressed, if either the administration, the faculty member, the faculty, or student group deem it advisable.

PROVIDED THAT, at the discretion of the chief building administrator the seven (7) calendar days of prior notice may be reduced under the following circumstances:

a) The availability or other condition of arranging for the appearance of the speaker prohibited notification to the chief administrator seven (7) days prior to the intended appearance; and

b) The speaker and his/her topic are judged by the administrator to be noncontroversial and otherwise able to conform with ground rules established in this section.

The chief building administrator, Superintendent, or any other School District official shall place no prior restraint on either the appearance of specific guest speakers or the subject matter of any address because the speaker or his/her views are controversial.

The function of the outside speaker is to serve as an educational and instructional resource. Consistent with this function and School District policies, the following ground rules shall be observed at the time of the speaker's appearance:

a) The speaker shall observe the decorum of the classroom.

b) The speaker may not solicit money or other items of value.

c) The speaker may not incite the students to breach of law or school rules.

d) The speaker may present his/her views but may not use his/her opportunity to address students for overt solicitation of membership in any organization.

e) The speaker may not bring with him/her other persons unless they are invited.

f) The speaker must observe all rules and regulations of the District and school buildings at which he/she appears.

Ground rules consistent with this policy may be developed at the building level. A copy of the specific ground rules applicable to a particular building, which shall include the ground rules established at the District level, shall be provided all speakers prior to their presentation to students or faculty. Should the speaker fail to abide by these ground rules, he/she shall be requested to leave.

During the appearance of an outside speaker, the faculty member, faculty group, or faculty advisor of the student group shall, at all times, retain and be responsible for retaining the control of the class or student group, and shall be responsible for assuring compliance with the ground rules set forth above.

Nothing in this section shall limit the responsibility of the chief building administrator, Executive Director, or Superintendent to assure that the established course of study in the District is followed and that the proposed presentation is reasonably germane to the course of study being pursued by the class or classes to be addressed by the speaker.

The District assumes no obligation to provide an audience for outside speakers in its classroom activities. Requests by outside persons to speak to classes will be referred to the office of the Superintendent. Such requests will be reviewed and may be referred to the appropriate faculty member.

ARTICLE 20 - INSTRUCTIONAL MATERIALS POLICY

Section 1. Curriculum

Curriculum Development and Delivery
The District and Association share a mutual interest in obtaining, developing, and delivering high quality curriculum in all subject areas. The expertise, insight, and creativity of the teacher are essential to the development and delivery of curriculum that meets the diverse needs of students. The parties share an interest in ensuring that course goals, unit goals, objectives, lessons, assessments, and materials are developed in a collaborative manner to continually improve and maintain the integrity of a common, articulated curriculum.

Professional Judgment
Teachers will exercise professional judgment in determining when and how to modify, supplement, or replace lessons to meet the needs of students and to achieve unit and lesson objectives. Teachers are encouraged to share modifications, supplementations, and replacement lessons with their colleagues in an ongoing effort to improve the curriculum.

If a teacher believes a series of lessons, a substantial part of a unit, or a common assessment will not meet the needs of her/his students and must be revised or replaced, she/he will notify the curriculum department and may initiate the Curriculum Improvement Process. Until this Process has produced an outcome in which most affected staff are confident, staff will not replace units and/or common assessments.

Curriculum Improvement Process
The development and delivery of curriculum is a collaborative process that includes teachers, instructional technology curriculum developers, instructional technology curriculum leaders, and administrators who will interact on a regular and ongoing basis to refine and improve the curriculum. Teachers and/or curriculum department staff may convene teams for the purpose of collaboratively developing proposed revisions and/or additions to the curriculum. Those convening a team will invite all staff to participate who are thought to be affected by the curriculum question(s) under consideration. The product of a team's efforts to develop and/or revise any aspect of the curriculum, e.g. objectives, assessments, etc. will, in turn, be shared with affected staff for the purpose of peer review. When this product is shared, staff will be asked to suggest revisions and/or additions. Once the team has provided sufficient opportunity for this input, the team will incorporate this input as determined to be appropriate and disseminate the resulting outcome to affected staff, who will be asked to indicate confidence or no confidence in going forward with the outcome in question. In the event most staff express confidence in going forward, the outcome will be included in the curriculum. Those who expressed a lack of confidence will be encouraged to state a dissenting opinion.

The parties agree to convene a BEA-BSD committee to implement the collaborative process described above and to continually refine this process as necessary.

Section 2. General

The Board of Directors of the Bellevue School District shall approve or disapprove all instructional materials. The purpose of Instructional Materials Committee is to make recommendations for the adoption of instructional materials following the goals and principles set forth in this policy.

The Board delegates responsibility for the preparation and recommendation of teacher reading lists and to specify the procedures to be followed in the selection of all instructional materials including textbooks, to the Instructional Materials Committee.

Goals and Principles

A. Freedom to read and to have access to a wide variety of materials presenting differing points of view is an inherent right of students in a democratic society.

B. Materials shall be chosen because they contribute to the mastery of course objectives, the enrichment of the curriculum and the students' independent search for knowledge.

C. Materials selected shall be suitable to the reading level, intellectual and social maturity, and interests of the intended student users.

D. Materials should contribute to the students' growing understanding of their culture and other cultures, the concerns and contributions - current and historical - that represent the diversity of the human population.

E. The variety of materials selected shall provide a wide range of perspectives and present the concerns and contributions - current and historical - that represent the diversity of the human population.

F. Teachers' knowledge of a given subject area and students' needs and abilities shall guide the evaluation, selection, and adoption of all types of materials.

Section 3. Selection of Materials

Basic instructional materials shall be those print and non-print materials which provide the major content of a particular course, and which all students must use to complete required assignments. Basic materials will be used for the courses of study for which they are adopted. Basic materials shall be adopted by the Instructional Materials Committee.

Supplementary instructional materials shall be those print and non-print materials selected to supplement identified basic materials. Teachers shall have the responsibility for deciding which supplementary materials are appropriate to course objectives, for requesting purchase or rental of such materials, and for the appropriate use of such materials. Such selection shall be consistent with Section 1 of this Article and Article 19, Sections 1 and 2.

All print and non-print materials for the various libraries of the District shall be selected by librarians in consultation with building faculties and, as appropriate, the Curriculum Department, and subject to review by principals.

The District's Media Library shall contain a variety of non-print instructional materials which may be used by teachers for presentation to all students, small groups, or individuals to meet course objectives. The Instructional Materials Committee shall approve all materials for the District Media Library prior to purchase.

Section 4. Instructional Materials Committee

The members of the District Instructional Materials Committee shall be appointed by the Superintendent with the approval of the Board of Directors. Members shall serve for two (2) years, and may serve two (2) consecutive terms.

Purpose of the Instructional Materials Committee

To provide oversight that will guarantee that the established process has been observed in the selection of instructional materials recommended for adoption.

To recommend instructional materials to the Board of Directors for approval.

Composition of the Instructional Materials Committee

The Committee, representing the three levels, shall consist of ten (10) voting members. The composition shall be:

a) Director of Curriculum (Chairperson of the IMC)

b) One building administrator recommended by the District

c) One representative of the Department of Equity recommended by the District

d) One curriculum developer jointly recommended by the District and the Association

e) Four teachers recommended by the Association: one elementary level, one middle school level, one high school level, and one special education

f) One librarian recommended by the Association

g) One patron appointed by the Board of Directors

Duties of the Instructional Materials Committee

Duties of the Instructional Materials Committee shall be to:

a) Receive and act upon recommendations from the Curriculum Department for the adoption of basic instructional materials, approval of supplemental materials, or removal of materials from adopted lists.

b) Receive and act upon recommendations from the Curriculum Department for the approval of non-print materials.

c) Approve procedures developed by the Curriculum Department for evaluation and adoption of instructional materials.

d) Receive and review reports from subject matter committees regarding challenged materials, act on the recommendations, and forward its recommendations to the Superintendent.

Section 5. Challenged Materials

The following procedures are established for consideration of objections by parents or other District residents to print or non-print materials in use within the Bellevue School District.

The process begins with an informed conversation between the complainant and the teacher or librarian. The staff member explains the use of the instructional material including the relationship to the selection criteria identified in the Instructional Materials policy. Staff are encouraged to keep an informal record of the discussion.

If the objection cannot be resolved through a discussion between the staff member and complainant, the principal schedules a conference with the complainant and the staff member(s) using the material. The principal discusses the issues with the parties involved and works toward a resolution at the building level.

Agreement may be reached at that time as to the future use of the material within that building. An informal complaint shall not require the removal of any instructional material. A decision to discontinue use of any instructional material on the basis of an informal complaint shall be voluntary and rest solely with the employee using the material. Decisions made in one building on the basis of an informal complaint shall not apply to other buildings.

If the complainant is not satisfied with the building level decision, the principal will give the complainant a “Request for Reconsideration of Instructional Materials” form (BSD Document 3320.1A) to complete and send to the Director of Curriculum. No Requests for Reconsideration will be processed unless the above steps have been completed by one complainant for the material in question.

A Request for Reconsideration must be filed with the Director of Curriculum. Materials will remain in use until a determination has been made by the Superintendent.

The Director of Curriculum shall inform the Superintendent’s office of the complaint, initiate committee review, and inform the patron of the handling of the request.

The Director of Curriculum will appoint a subject matter committee of the Instructional Materials Committee to review the Request for Reconsideration. The subject matter committee shall prepare a recommendation as to the future use of the challenged material.

a) The patron making the complaint and staff members currently using the material in question shall be given the opportunity to appear before the subject matter committee to present information.

b) The review and recommendation should be completed with all due speed, considering the time needed to make a careful study of the material in question.

The Instructional Materials Committee will review the report of the subject matter committee and make a recommendation to the Superintendent.

The decision concerning future use of materials shall be made by the Superintendent following receipt of committee recommendation(s). The Superintendent shall inform the involved parties in writing of the decision.

The complainant or any staff member affected may appeal the Superintendent's decision to the Board of Directors. Such appeal shall be in writing and shall be reviewed by the Board at its next regular meeting. The Board's decision shall be final.

ARTICLE 21 - PROFESSIONAL INVOLVEMENT

Section 1. General

Within areas of professional expertise where decisions are made which significantly alter the instructional environment, employees are expected to contribute to the educational program of the District by participating actively and constructively in various ad hoc and continuing advisory and developmental groups. This decision making process shall include open dialogue in which issues are presented, defined, discussed, and resolved. This shall be a process in which those affected by a decision participate, either directly or through representation of their choosing.

Section 2. Subject-Matter Advisory Councils

Subject-matter advisory councils will be established by the District as needed for the purpose of obtaining advice from employees with regard to the instructional program. When such councils are established, at least two-thirds (2/3) of the members will be selected from lists submitted by the Association, provided such lists are submitted in a timely manner and represent all levels of the appropriate instructional program. The District shall notify the Association when a subject-matter advisory council is to be established to allow the Association to provide the appropriate lists as identified herein. Such notice shall include the advisory council's function, the subject area(s), and the instructional level it will impact.

Section 3. Program Delivery Councils

Program Delivery Councils (PDCs) shall exist at each school and program department in the District. The PDC's decision-making process is intended to focus on school renewal for the improvement of learning for all students. Areas to be considered in the decision-making process will include, but are not limited to:

1. Analysis and reflection upon the information/data available about District/site demographics and the needs and achievement of students.

2. Curriculum development and implementation.

3. Instructional program.

4. Organizational structures which facilitate student learning and provide a quality work environment.

A PDC's efforts to study and improve the quality of the instructional program in the schools must occur within the framework provided by state laws and regulations, Board policies and actions, the collective bargaining agreement, and administrative procedures and directives. Within this context, each school and department shall develop a process for school improvement that truly engages teachers, support staff, parents, and, where appropriate, community patrons and students in defining problems and opportunities, gathering and analyzing data, proposing and

evaluating solutions, and implementing a sufficient consensus model to make decisions with respect to the design and delivery of the instructional program in that school or department.

To implement the decision-making process described above, PDC members may be elected or selected as determined by their particular constituency group. The PDC in a given school or program shall establish written procedures which address but are not limited to:

1. The membership of the Council.

2. The general operating procedures of the Council, including frequency of meetings and the establishment and publication of their agendas and minutes.

3. Making decisions seeking consensus.

To conduct their business efficiently and effectively, PDCs should:

1. Focus their attention and efforts on those issues which have the greatest positive impact on student learning and a quality learning/work environment, as opposed to day-to-day, operational issues which might be more efficiently addressed in another forum.

2. Identify and implement a process to determine the appropriate forum for decision-making on all issues that come before them.

3. Establish agreed-upon standards of behavior for council member interactions that support a quality decision-making process.

4. Make provision for ongoing evaluation of their decision-making process and the extent to which constituents are appropriately involved.

The building principal or department administrator may make an interim decision in a case where appropriate participation has not produced sufficient consensus on a specific issue to result in a final decision. Following an interim decision, the PDC will continue to work for sufficient consensus.

Upon request, or for the good of the organization, the PDC support team, composed of representatives of the Association and the District, will provide support and assistance to the PDCs in skill development, problem solving, and decision-making procedures and processes.

If a decision is made which is in violation of a state law or regulation, Board policy or action, the collective bargaining agreement, or an administrative procedure or directive, the District and Association will:

1. provide assistance to the school or program department in an effort to find a manner of implementing the intention(s) of the school or program department in such fashion so as to avoid the violation.

2. allow a decision to be implemented if it is mutually agreed that it represents a reasonable equivalent of the contract, Board policy or action, administrative procedure or directive.

3. consider reopening negotiations on the contract provision or consider requesting the Board to re-examine a policy, action, administrative procedure or directive in question.

If, however, these efforts are unsuccessful, the District may refuse to allow the implementation of the decision, on the basis that to have acted otherwise would have resulted in a violation as described. This is the sole basis upon which the District may act to prohibit the implementation of a decision. If a dispute exists concerning whether a violation would have resulted from the implementation of a decision, said dispute shall be subject to Article 27 of this Agreement.

Section 4. Student Services Work Load Relief

In each school year of the term of this agreement, all special education teachers, psychologists, OTs/PTs and SLPs (.6 - 1.0 FTE) will receive six (6) days of released time and all special education teachers, psychologists, OTs/PTs and SLPs (.1 - .5 FTE) will receive four (4) days of released time to engage in work related to IDEA responsibilities. At the end of the school year, if an individual's allocation of IDEA days is not used, s/he will receive a commensurate amount of pay at the substitute rate. If an individual uses all of his/her allotted IDEA days during the course of the school year, s/he may request additional IDEA release days through their special education supervisor. Approval of these days is not guaranteed.

Section 5. Building and Department Based Collaborative Budget Review

Principals will distribute copies of the annual building budget, using a standard format to report carryover and revenue. The budget will be discussed at a staff meeting by December 1 of each year and will include information regarding proposed expenditures for the year. Thereafter, a budget update shall be provided by the principal to staff at a time determined by the principal and staff. At this time, the status of expenditures to date will be reported.

Student Services and Curriculum Department administrators will share department budgets with staff in level or department meetings by December 1 of each year. This presentation will include revenue and proposed expenditures. Thereafter, a budget update shall be provided by the department administrator to staff at a time determined by the administrator and staff. At this time, the status of expenditures to date will be reported.

Section 6. Vocational Advisory Councils

Vocational advisory councils will continue as provided by state regulations.

ARTICLE 22 - BASIC SALARY SCHEDULE AND PAY

Section 1. Basic Salary Schedule

The Certificated Employee's Salary Schedule is contained, herein, as Appendix 3.1. The aggregate of a respective employee's regular salary together with all supplemental pay for that employee (assuming the employee chose to work all available supplemental workdays) is identified on the Certificated Employee's Salary Schedule as the bottom figure in each cell of the schedule.

Section 2. Placement

Employees will be placed on the schedule according to their years of teaching experience and academic credits earned. Consistent with state salary placement requirements, the degree must be documented by an official diploma or transcript issued by the awarding institution. In the case of a foreign institution, a statement of degree equivalency must be provided from an approved foreign credential evaluation agency.

Experience credit for new employees hired after 1997-98 will be based on the statewide salary allocation schedule criteria. After 9/1/1997, placement at BA+135 is closed and will not be an option for new employees unless they were placed at BA+135 in Bellevue or another school district prior to 1/1/1992.

Employees who retire from active employment and are rehired under State law authorizing post-retirement employment will be placed on the Bellevue salary schedule in accordance with state salary placement criteria.

An annual increment in accordance with the salary schedule shall be allowed for each year of satisfactory service in the state of Washington.

Public school experience in other states and Overseas Dependent Schools shall be recognized in the same manner as experience in Washington State Public Schools. Experience in nonpublic school teaching or college teaching will be granted in accordance with state salary placement criteria.

For those employees holding Educational Staff Associate (ESA) certification, experience credit for employment in industry or educational settings not requiring state certification that is beyond that recognized by the State, will be granted. Such experience credit will be on the basis of two years of this alternative experience being equal to one year on the salary schedule. Qualifying alternative experience must have:

- occurred after the employee completed the professional training required for the ESA position for which they have been hired.

- primarily involved working with children and young adults ages birth to twenty-one.

- included job duties and responsibilities similar to those found in the ESA position for which the employee has been hired.

Up to two (2) years of prior service credit will be allowed for all employees whose employment was involuntarily interrupted by service in the military, Peace Corps, or VISTA. Satisfactory evidence of honorable service must be furnished by the employee.

Section 3. Movement on Salary Schedule

Employees may advance on the salary schedule as additional District approved, state eligible, academic credits are earned and reported in accordance with procedures contained in this section. Eligible credits are defined as those credits, including appropriate approved clock hours, accepted by SPI for advancement on the State salary allocation schedules. Approved continuing education (clock hour) credits are to be reported on the District or other approved agency's Clock Hour Report Form.

For clock hour or college credits, the Prior Approval of College Credits and Clock Hours for Salary Increments form (Appendix 2.3) is to be initiated by the employee and submitted to his/her supervisor prior to enrolling in courses or a program intended to lead to salary advancement.

If the employee's program of studies will extend for a time greater than a college term (e.g., one summer quarter), the employee will maintain responsibility for initiating periodic reviews with the supervisor to assure that courses, when completed, are in accord with prior approval.

The approval of course work or program studies shall be consistent with the criteria listed on the Bellevue School District Prior-Approval of College Credits and Clock Hours for Salary Increments form.

The employee shall apply for salary adjustment by making a written request on the Salary Advancement Request form (Appendix 2.4) and submitting it to Human Resources prior to 30 September of that school year. The employee must submit an official transcript of the completed prior-approval courses to Human Resources by 10 November of that school year to receive an advancement for that school year.

The first payment of the salary will be made no later than the 30 November pay warrant, retroactive to the first month of contracted service in that school year for adjustments made in accordance with any of the following:

a) Employees will move to the B lane with 15 quarter hours beyond a B.A.

b) Employees will move to the C lane with 30 quarter hours beyond a B.A.

c) Employees will move to the D lane with 45 quarter hours beyond a B.A.

d) Employees will move to the E lane with 90 quarter hours beyond a B.A.

e) Employees will move to the F lane with a Master's Degree

f) Employees will move to the G lane with 45 quarter hours beyond a Master's Degree. Employees who have earned 135 quarter hours beyond a B.A. prior to 1 September 1997 may also move to the G lane.

   1) No credits earned after 1 September 1997 will be applicable for movement to Column G unless the employee has earned a Master's Degree.

   2) Excess credits, earned prior to the Master's Degree, may be used to move from Column E to G. However, such movement will be allowed based solely on State-recognized credits and contracted experience.

g) Employees with a Doctorate Degree will receive an additional 10% of the base salary (Step 1, Lane A).

In addition to the foregoing, employees who have been granted placement on the salary schedule lanes D and E prior to 31 August 1979 as a consequence of having received the Standard Certificate with fewer than 45 quarter hours of academic training completed after receiving the B.A. degree will be advanced as follows:

a) To the E lane (BA+90) with 45 quarter hours beyond a 5th year Standard Teaching Certificate.

b) To the G lane (BA+135) with 90 quarter hours beyond a 5th year Standard Teaching Certificate.

Section 4. Pay for Supplemental Compensation

Supplemental compensation provided for in 4 a) and 4 b) below will be paid by separate contract (Appendix 1.5) pursuant to RCW.28A.400.200 (4) according to the rates/amounts specified in 4 a) and 4 b). Such compensation so paid shall not be deemed an increase in salary or compensation for purposes of RCW.28A.400.200 (4). Separate contracts are for one (1) year only. No person contracted for such a position should assume that the assignment will continue for more than one (1) year.

a) Leadership Funds - Elementary and Middle schools will be allocated each year thirty percent (30%) of the base salary and high schools fifty percent (50%) to be distributed to employees in leadership positions such as team leader or department chairperson, or may be distributed for other purposes as determined through the school decision making process. High schools which exceed 1200 student enrollment, middle schools which exceed 600 student enrollment and elementary schools which exceed 400 student enrollment will be allocated an additional ten dollars ($10) for each student above these base student enrollment levels.

b) The District may grant employees stipends up to ten percent (10%) of the base salary on the teachers' salary schedule for added responsibility. The District will notify the Association of such action.

Section 5. Pay for Extended Work

Payroll contributions for paying days of service or making deductions will be related to that term of service as the individual "per diem" rate for a certificated staff member. Per diem will be calculated using the individual's placement on the district salary schedule for base pay and the Basic Education Act work year.

Pay for added time beyond the full contract work year will be paid according to the schedule below:

1. Extensions of an employee's basic assignment shall be paid at the per diem rate.

2. For 2016-17, all other extended work shall be paid at the rate of $27.49 per hour. Thereafter, this rate shall increase annually by the same overall percentage increase as applied to the basic salary schedule.

3. Credit Retrieval teachers will be compensated for four and one half (4.5) hours/week of student contact time and two (2) hours/week of planning time for a total of six and one half (6.5) hours/week at the rate set forth in Section 5, 1 above.

Section 6. Career and Technical Education (CTE) Teachers

The special state salary placement provisions shall apply for teachers of state-approved CTE classes who hold only a vocational teaching certificate:

a) The teacher must hold a current vocational certificate valid in Washington State.

b) Experience credit shall be granted for initial placement on the salary schedule according to current state-approved guidelines as recognized by the OSPI Vocational Certification Office.

c) Work experience shall be verified by the industry employer or other methods according to state guidelines.

Nothing in this section shall be construed as restricting teachers of state-approved vocational classes from advancing on the salary schedule in accordance with other provisions of this Agreement in the same fashion as other employees.

Section 7. Travel

Employees who, by nature of assignment, are required to make home visitations, or are required to attend local meetings, shall be compensated at the highest allowable rate under IRS regulations before such reimbursement must be reported as income.

Employees who attend approved meetings outside the local area may be reimbursed for their expenses. Prior approval for requested travel outside a 300 mile radius, or out of the country, must be obtained from the Board. The Superintendent is authorized to approve all other requests.

All travel reimbursements shall be paid in accordance with rules and regulations established by the District.

Section 8. Pay for Supplemental Work

Annually, all employees shall be issued a SEPARATE CONTRACT FOR SUPPLEMENTAL WORK, APPENDIX 1.5, for performing supplemental work as described below. Employees who execute said CONTRACT, perform the services identified on said CONTRACT and submit the appropriate VERIFICATION FORMS to the District within the required time frame identified on the respective VERIFICATION FORM shall receive the compensation identified on the CONTRACT in twelve (12) equal payments. Any employee who executes said CONTRACT, but does not perform all the services identified on said CONTRACT or who does not submit the appropriate VERIFICATION FORMS to the District within the required time frame identified on the respective VERIFICATION FORM, shall have deducted from his/her remaining monthly pay warrants for the contract year an amount equivalent to that portion of the compensation identified on the CONTRACT which was not performed or verified. Said deduction shall commence with the first pay period after the required date of submission for the respective VERIFICATION FORM.

The SUPPLEMENTAL CONTRACT for all employees shall consist of:

A) Incentive Pay

The professional incentive pay shall be equal to one hundred thirty six (136) hours at per diem plus a graduated stipend for each step of the salary schedule as follows:

STEP 1	$2398
STEP 2	$2539
STEP 3	$2679
STEP 4	$2821
STEP 5	$2962
STEP 6	$3103
STEP 7	$3385
STEP 8	$3668
STEP 9	$3808
STEP 10	$4090

STEP 11	$4373
STEP 12	$4655
STEP 13	$4937
STEP 14	$5218
STEP 15	$5500
*Beginning 2017-2018 and continuing in subsequent years	
*YEARS 15-19	$5500
*YEARS 20-24	$6700
*YEARS 25+	$7900

Employees in Lane F (MA), Lane G (BA +135 or MA +45) and Lane H (Doctorate) will receive an additional stipend bonus of $219, $435 or $653 respectively.

The amount equal to 2% of the 2014-2015 base salary for each cell and 2% of the 2015-2016 base salary for each cell is included in the incentive pay.

When calculating percentage increases, the previous years' salary schedules will be the basis. Therefore, for 2016-2017, 2% of the total 2015-16 salary of each cell in the schedule will be added to incentive pay. For 2017-2018, 2% of the total of each cell will be added, and in 2018-2019, 2.8% of the total of each cell will be added. Should there be any increases from the state, the state increases would be in addition to the above local agreements.

This incentive pay is in recognition of the performance of additional professional responsibilities outside the regular workday. Such performance of additional professional responsibilities shall be at the sole discretion of the employee. The total incentive pay will be shown as Incentive on the salary schedule in Appendix 3.1.

The incentive pay shall be prorated in accordance with an employee's base FTE assignment. Secondary teachers with a stipend for teaching a sixth class will receive additional incentive pay prorated in accordance with that stipend.

B) Supplemental Work Days

Although paid as eight (8) hour days, employees are expected to work only seven and one-half (7.5) hours for each day of supplemental pay. Deductions for work outlined in 1 and 2 below, which is not performed or verified shall be made at a uniform rate determined by dividing the value of the Supplemental Contract by one hundred and twenty-eight (128) hours.

Part-Time Employees

Employees working less than 1.0 FTE but at least 0.4 FTE shall receive the full supplemental pay outlined in 1 and 2 below. Those working less than 0.4 FTE will receive a prorated amount.

1. The District-wide expectations for sixty-four (64) hours of per diem pay include:

- Parent conferences, both formal and informal

    a. At the elementary level, a formal conference model will be followed where one parent/guardian conference lasting no more than thirty (30) minutes in the fall will be held for each student. Targeted conferences will be held in the spring.

    b. At the middle school level, the format (e.g. arena, target) for these conferences will be determined by the staff in the fall.

- Professional development, including district-sponsored workshops, technology training, building-level or externally sponsored workshops or classes.

- Participation in curriculum development, review and/or revision.

- Activities related to National Board Certification, Professional Certification, or discipline-specific professional certification.

- Paperwork and meetings related to IDEA, IEPs, MDT meetings, health screenings, student academic tracking or other professional responsibilities required by state or federal statutes.

- Working together in grade-level, discipline or building-level teams to analyze assessment data to use in improving instruction.

- Library management responsibilities.

2. Sixty-four (64) hours of per diem pay are to be used for work related to the District's technology initiative.

   The District-wide expectations for these hours include:

   - Technology training and individual application and implementation of District-provided technology equipment, software and the web-based curriculum and assessment resources.

   - Participation in the development of technology-related resources for the improvement of instruction.

   Instructional Technology Curriculum Leaders will be assigned at each school to support the training, individual experimentation, and implementation by staff members.

3. Sixty (60) hours of per diem pay can be earned for participation in the optional Professional Days designated below. These are non-student days at all levels, except for the four (4) hours indicated for transition work in April, May, and/or June. Employees must complete the designated work in order to receive payment. Attendance will be verified by sign in sheet. For full eight (8) hour Professional Days, time may be worked in four (4) or (8) hour segments only.

   - For all employees, there will be three (3) eight (8) hour days prior to the start of the school year for a total of twenty-four (24) hours. Work hours on these days will be from 8:00 am to 4:00 pm.

     - On the first day, eight (8) hours will be used by principals to (a) engage with their staff in activities related to school goals which are in support of assisting each student to be academically successful and (b) to annually review the purpose and implementation of the evaluation process. There will be a one half (½) hour duty free lunch during this day.

- On the second day, three and a half (3½) hours will be used by principals for activities outlined above. This will be followed by a one half (½) hour of duty free lunch and one half (½) hour of travel time for those traveling to another building. The remaining four (4) hours (three and a half for those traveling) will consist of central departmental meetings, and/or school-based departmental and/or grade level team meetings. Individuals will determine which of the aforementioned meetings to attend.

- On the third day, eight (8) hours will be used for activities determined by the employee. There will be a one half (½) hour duty free lunch during this day.

- For all employees, there will be an eight (8) hour Professional Development Day in October. The District will sponsor professional development on this day. Additionally, trainings from outside organizations offering professional development on this day may be used as an appropriate professional development option. Teachers must inform their supervisor if they are attending professional development outside the District on this day. Proof of attendance is required.

- In March, there will be a Friday/Monday non-student long weekend.

  - Elementary staff will have an eight (8) hour Professional Development Day on Friday. For secondary staff, Friday is a non-paid, non-work day.

  - Secondary staff will have an eight (8) hour Professional Development Day on Monday. For elementary staff, Monday is a non-paid, non-work day.

  - Staff who work at both the Elementary and Secondary level choose which day they would like to work.

- For all employees, there will be four (4) hours of optional paid work for collaboration in planning transitions for the next school year. Buildings will collectively determine when this work will occur during the months of April, May, and/or June. Meetings must be a minimum of one (1) hour in length, and must occur before or after the student day. Non-restricted Wednesday afternoon planning time is an option. Work may be completed as a large group, in small groups, or any combination of the two. Small groups do not need to meet simultaneously. Schools may also allow for cross building transition conversations, particularly for ESA staff, elementary to middle school, or middle school to high school transitions. Examples for use of this time include, but are not limited to, staffing conversations, master schedule development, student placement, IEP, 504, or ELL briefings, transition conversations between feeder pattern schools, etc. Building plans for these hours should be distributed to staff and turned into the appropriate Executive Directors on or before March 15th.

- For all employees, up to sixteen (16) hours of per diem pay can be earned for participation in additional professional development. No more than eight (8) of these hours will be for designated District training. The remaining hours are at the discretion of the employee to further individual professional growth. Professional development from both in district and outside of the district occurring on Wednesday afternoons or outside of school hours may be used for the teacher directed hours. Proof of attendance at outside training must be provided to BSD for pay to be allocated.

C) Additional Work Days at Per Diem Rate

1. For all Special Education and ESA employees, there will be an optional eight (8) hour departmental work day prior to the district-wide professional days at the start of the year. Work hours on this day will be from 8:00 am to 4:00 pm.

2. At the elementary level, for classroom teachers, librarians, resource room and centered special education teachers, ITCL and ELL teachers, twelve (12) additional hours of pay are to be used for district-sponsored curriculum workshops, including school/department based technology training. This provision is to acknowledge the increased workload resulting from the implementation of multiple curriculum projects.

3. All special education teachers, OTs/PTs, SLPs, secondary counselors and nurses (.6 – 1.0 FTE) will receive sixteen (16) hours of pay and all special education teachers, OTs/PTs, SLPs, secondary counselors and nurses (.1 - .5 FTE) will receive eight (8) hours of pay which are to be used to perform and complete work related to their professional responsibilities required by federal and state statutes.

4. In addition:

   All special education teachers, behavior specialists, social workers, inclusions specialists, special ed assistive technology and program coordinators shall receive twelve (12) hours of pay if they are greater than half time. All aforementioned staff who are half-time or less shall receive six (6) hours of pay. This time is to be used to perform and complete work related to the successful transition of students and families to the new school year, para-educators and/or departmental scheduling, as well as the completion of work related to their professional responsibilities. This time will be used the three (3) weeks prior to the beginning of the school year to ensure a safe and productive start for all students.

   Nurses shall receive twenty-four (24) hours of pay if they are greater than half-time. Nurses who are half-time or less shall receive twelve (12) hours of pay. Nurses assigned to a functional life skills program shall receive an additional sixteen (16) hours of pay if they are greater than half-time; those nurses who are half-time or less shall receive an additional eight (8)hours of pay. This time is to be used to perform and complete work to their professional responsibilities required by federal

and state statutes. This time will be used the three (3) weeks prior to the beginning of the school year to ensure a safe and productive start for all students.

Nurses who provide training for Para-educators who support medically fragile students prior to the start of the school year will be compensated for up to five (5) hours.

Prior to the beginning of the school year, secondary counselors greater than half-time will be paid no fewer than sixteen (16) hours and secondary counselors who are half-time or less no fewer than eight (8) hours to assist with scheduling of new students, correcting schedules, leveling of classes, and assisting with the beginning of the year orientation and transition activities/events. Building funds, or other funds available to the building, will be utilized to compensate secondary counselors for this work.

All elementary counselors (.50 – 1.0 FTE) will receive eight (8) hours of pay and all elementary counselors (.10 - .40 FTE) will receive four (4) hours of pay to be used to complete work related to professional responsibilities required by state statutes.

D) Funds for ESA Staff:
1. Up to a maximum of $100,000 will be provided to be divided among all ESA staff in the manner indicated below:
   - Up to a maximum of $1,000 will be paid to each 1.0 FTE ESA staff. This payment will be divided across the 12 monthly pay periods.
   - This amount will be prorated by FTE for all part time ESA staff.

E) All employees who are hired after the end of the first semester will receive:

1. The Incentive Pay described in Section A above.

2. Forty-four (44) hours of pay for work performed as described in Section B) 1 above.

3. Sixty-four (64) hours of pay for work performed as described in Section B) 2 above.

F) Retirees who are rehired are subject to the Pay for Supplemental Work provisions set forth in Section 8 of this Article. All supplemental hours worked are counted towards the total lifetime maximum hours of 1900 beyond the annual threshold of 867 hours of work for retirees. Should a full allocation of supplemental hours cause a rehired retired employee to exceed the maximum allowable hours, the employee will elect, at the time of rehire, the number of supplemental hours he/she will work.

G) Full-time Instructional Technology Curriculum Developers (ITCDs) will receive a $5,000 annual stipend and up to twenty (20) extended days paid at per diem for work performed beyond the full contract work year. The stipend and extended days for ITCDs working less than full-time in this role will be prorated in accordance with the FTE of the assignment. ITCDs may request compensation at their per diem rate for additional

documented curriculum-related work. Such requests will be subject to the prior approval of the Executive Director, Curriculum & Instruction, or his/her designee.

Upon the District being made aware that an ITCD will be on an extended leave of absence, the District will attempt to identify a suitable substitute to assume the duties of the ITCD on leave. In the event a substitute cannot be found, ITCD assigned the duties of the ITCD on leave will be compensated at his or her per diem rate of pay for actual hours worked beyond his or her primary assignment up to the equivalent of the prorated balance of the full stipend.

H) Full-time Instructional Technology Curriculum Leaders (ITCLs) and Instructional Technology Specialists (ITSs) will receive a $2,500 annual stipend and up to twenty (20) extended days paid at per diem for work performed beyond the full contract work year. The stipend and extended days for ITCLs and ITSs working less than full-time in this role will be prorated in accordance with the FTE of the assignment. ITCLs may request compensation at their per diem rate for additional documented curriculum-related work. Such requests will be subject to the prior approval of the Executive Director of Curriculum and Instruction, or his/her designee.

Upon the District being made aware that an ITCL or ITS will be on an extended leave of absence, the District will attempt to identify a suitable substitute to assume the duties of the ITCL or ITS on leave. In the event a substitute cannot be found, any ITCL or ITS assigned the duties of the ICTL or ITS on leave will be compensated at his or her per diem rate of pay for actual hours worked beyond his or her primary assignment up to the equivalent of the prorated balance of the full stipend.

I) Full-time Instructional Mentors will receive a $2,500 annual stipend and up to twenty (20) extended days paid at per diem for work performed beyond the full contract work year. The stipend and extended days for Instructional Mentors working less than full-time in this role will be prorated in accordance with the FTE of the assignment. Instructional Mentors may request compensation at their per diem rate for additional documented curriculum-related work. Such requests will be subject to the prior approval of the Assistant Superintendent, Human Resources, Employee Relations/General Counsel, or his/her designee.

The parties agree that the Required Supplemental Work described in A through F above, together with the compensation associated therewith shall expire on the expiration date of this Agreement and may only be incorporated into any successor Agreement between the parties by the explicit written agreement of both the Bellevue School District and the Bellevue Education Association, provided, however, that nothing contained herein shall be construed to imply that the elimination of this provision could appropriately result without negotiations between the parties to that end. In any event, no employee shall rely upon or expect the continuance of the compensation associated with any of the cited provisions beyond the expiration of this Agreement.

Section 9: Pay for Covering Classes

Whenever a substitute is not available for a classroom teacher and a non-supervisory, certificated employee is asked by an administrator/designee to cover the class or class period of another non-supervisory, certificated employee during his or her planning time or workday, the covering-employee shall be paid at his or her per diem hourly rate prorated to the nearest quarter of an hour for time so worked.

Whenever a substitute is not available for a classroom teacher and a non-supervisory, certificated employee is asked by an administrator/designee to take into his or her classroom all of the students of another non-supervisory, certificated employee when that employee is absent from the building, the covering employee shall be paid at his or her per diem hourly rate prorated to the nearest quarter of an hour for time so worked. Should the students of the teacher who is absent be split into more than one classroom, the covering teachers shall be paid at the G-7 per diem rate prorated evenly between or among the number of teachers in question (e.g., if the students in question are split in two teachers' classrooms, each teacher will receive 50% of the G-7 per diem rate) and prorated to the nearest quarter of an hour for time so worked.

Effort shall be made to assign class coverage on an equitable basis.

This provision is not intended to apply to situations when a non-supervisory, certificated employee voluntarily covers a class as a favor for a colleague.

Section 10. Pay for In-building Relocation Moves

When an employee must move his or her assigned classroom or workspace within a building, and the relocation move is not related to new construction, building remodel, or a reassignment or transfer, the employee will be paid as follows:

a) Employees whose classroom or workspace is moved outside the full contract work year, for the next school year, shall receive one (1) day of pay at the substitute rate.

b) Employees whose classroom or workspace is moved during the full contract work year shall receive two (2) days of pay at the substitute rate.

c) Employees required to move more than a normal classroom, such as a vocational instructional space, science storeroom or art room, shall be paid for an additional one (1) day of pay at the substitute rate.

These provisions will not apply in the case of:

a) A voluntary request by the employee for the move, or

b) When an employee is assigned to more than one classroom or workspace in a single building. Assignments to multiple classrooms within a building are subject to Article 6, Section 17 and 18.

Section 11. Pay for Relocation Due to Construction Activities

Employees will receive compensation for moves caused by the following construction activities:

1. Construction activities temporarily impacting a classroom and requiring movement of the class to another location on site.

   A. An employee required to move from one room in a building to another shall be paid for one (1) day at project pay rate for each move.

   B. An employee required to move more than a normal classroom, such as a vocational instructional space, science storeroom or art room shall be paid for an additional one (1) day at the project pay rate.

2. Construction moves to a swing site or back to home school.

   A. An employee required to move to a swing site outside the instructional school work year, for the next school year, shall be paid for two (2) days to pack up his/her classroom and two (2) days to set up his/her classroom at project pay rate.

   B. An employee required to move to a swing site or back to the new school during the instructional school work year will meet with District representative(s), Bellevue Education Association President or designee to discuss additional moving assistance, compensation and timing of such a move.

Section 12. Pay for Serving on Growth Team of a Teacher Seeking Professional Certification

In recognition of the total time spent in the new certification process by a non-supervisory certificated employee who serves on the growth team of a teacher seeking State professional certification, a one-time stipend of $200 will be granted.

Section 13. National Board Certification

For the duration of this Agreement, those employees who apply to the National Board Certification Program will be provided up to $1,000 of the actual cost of the application fee and any required tuition fees.

A teacher who is engaged in an initial application process for National Board Certification shall be guaranteed an assignment for up to two (2) years at the instructional level and/or subject area at an FTE sufficient to complete his/her National Board portfolio, provided the teacher has not, during that timeframe, been placed on an Assistance Plan or a Probationary Plan of Improvement consistent with the procedures identified in Article 12.

Section 14. Summer Learning Programs

1. For 2016-2017, employees who provide services for the District's summer learning programs shall be compensated at the minimum hourly rate of $34.37 per hour or the employee's per diem rate, whichever is higher. The minimum hourly rate shall increase annually by the same overall percentage increase as applied to the basic salary schedule. This hourly rate shall apply to:

    a. all instructional hours
    b. all required program set up, professional development and staff meetings
    c. For every full-time (25 hours of teaching per week) summer school teaching position, 45 minutes per day of planning time pay shall be provided.

2. All summer learning programs will be discussed by the Association and the District through Meet and Confer in March. Summer school positions will be posted no later than May 1st. Programs developed after this date must be reviewed through Meet and Confer prior to posting.

3. Teachers employed in summer learning programs may request observations by the administrator for purposes of a recommendation letter only. Administrators may provide instructional coaching to the teacher if the administrator deems it necessary. All provisions of Article 18 apply to summer school teachers.

ARTICLE 23 - PAY WARRANTS

Section 1. Payday

All employees shall be paid in twelve (12) monthly installments. Each warrant shall contain one-twelfth (1/12) of the contracted salary; provided, however, that an employee who is contracted for thirty (30) or less hours of service on a SUPPLEMENTAL CONTRACT AGREEMENT shall receive all compensation owed for such services on the first pay warrant following the date such contract was executed on which it is possible to include the compensation. Substitutes shall be paid monthly for actual hours worked prior to established payroll cut off dates. Payroll warrants shall be issued to the employee on the last working day of each month except:

1. December warrants will be issued on the first working day in January, and,

2. In no case will the District be required to issue payroll warrants prior to the date scheduled for payment of state apportionment.

3. However, in no case shall employees be issued the preceding month's payroll warrant later than the first working day of a month.

Section 2. Underpayments/Overpayments

In the event of a mistake in payment resulting in underpayment, corrections shall be made on the next regular warrant. When an overpayment is made, each remaining warrant due on the contract shall be reduced by an equal amount such that the sum of deductions shall equal the overpayment. The reason(s) for the overpayment will be made known to the employee in writing. If the employee feels the overpayment causes an undue hardship, she/he may request a meeting with the Payroll department and a BEA representative to negotiate a more reasonable plan for repayment.

Section 3. Assignments of Warrants

The District shall pay salary warrants directly to employees for services rendered, except that salary warrants may be assigned as designated by court order or upon order from the Internal Revenue Service as provided by law.

Section 4. Electronic Transfer of Pay Warrants

With forty-five (45) days after receipt of authorization from an employee, the District shall electronically deposit the employee's monthly pay warrant directly in any bank which is capable of receiving electronically transferred payroll deposits through the Northwest Automated Clearing House.

Section 5. Payroll Deductions

The District shall make payroll deductions from employee salaries for State Teachers or State Retirement systems, withholding tax, FICA, and absence not provided for by leave to be compensated at per diem (as defined in Article 22, Section 5) based on the teacher's annual salary for each day of absence.

The District shall, upon receipt of authorization from an employee, deduct from the employee's salary and make appropriate remittance for insurance plans, medical plans, WEA-PAC, NEA-FCPE, tax-sheltered annuities, credit union, or any other plans or programs jointly approved by the BEA and the District.

The Association will indemnify, defend and hold the District harmless against any claims made and against suits instituted against the District on account of any payroll deduction for the Association. The Association agrees to refund to the District any amount paid to it in error.

Section 6. Tax-Sheltered Annuities

The District shall make automatic payroll authorization available for approved tax-sheltered annuity plans.

Section 7. August Salary Advance For Beginning (No Experience) Teachers

A beginning teacher on Step One of the salary schedule (no previous experience) who fulfills the obligation for attendance at the beginning employee portion of the August New Employee Orientation may request an advance on his/her September salary warrant to be paid on the regular August payday.

The request for such advance must be made in writing on a Salary Advance Request Form completed no later than the second day of the beginning employee portion of the August New Employee Orientation.

All such advances will be two hundred and fifty dollars ($250.00) to be deducted from the net pay owing on the regular September warrant.

ARTICLE 24 - ACTIVITY ASSIGNMENTS AND PAY

Section 1. Activity Assignments

In addition to teaching and supervision, each employee is subject to assignment by the principal to responsibility for a portion of the various extracurricular and other miscellaneous services and activities of the school.

The direction of and participation in the various extracurricular and other miscellaneous services and activities of the school are considered as much a part of the teacher's normal load as actual classroom teaching.

Certain activity assignments carry compensation as specified on the current activity salary schedule.

Miscellaneous duties associated with student body activities will be paid at a rate determined by the individual school's student body government. Such pay will be processed through normal payroll procedures and the District will bill the student body association for such payments.

Section 2. Assignment to and Removal from Positions on the Activity Salary Schedule

Supplemental contracts for approved activity positions will be issued by the Human Resources Department based on recommendations of the building principals. Supplemental contracts are for one (1) year only. No person contracted for such a position should assume that the assignment will continue for more than one (1) year.

During the term of his/her supplemental contract, an employee may be removed from an activity position for just cause. An employee may also be suspended with pay from his/her activity position pending a decision on his/her removal from the position.

Section 3. Resignation from Positions on Activity Salary Schedule

An employee may resign from a duty identified on the activity salary schedule by providing the District with notice of said resignation at least ninety (90) days prior to the date that the activity is to commence. The District, at its sole discretion, may accept a resignation submitted less than ninety (90) days prior to the date that the activity is to commence. An employee's resignation from a duty identified on the activity salary schedule shall not impact in any way the employee's other employment with the District.

Section 4. Evaluation of Performance of Employees in Positions on Activity Schedule

Where activities are directly linked to instruction, they may be evaluated in the appropriate component of the evaluation process per Article 12. If the activity is not linked to the staff member's specific assignment, the employee and supervisor may voluntarily have the performance evaluated. This process should include the opportunity for feedback and improvement.

Section 5. Activity Salary Schedules

The Activity Salary Schedules are contained herein as Appendices 3.2 and 3.3. These schedules shall increase annually by the same overall percentage increase as applied to the basic salary schedule. This increase shall be applied equally to each cell of the Activity Salary Schedule. The Activity Salary Schedule shall be updated and revised for implementation beginning in the 2017-2018 school year. Should the recommendations require an MOU or Reopener, the appropriate processes will be followed.

Elementary, middle school, or senior high activities are added with Board approval when needed.

Credit shall be granted for activity assignments to high school employees who gained this experience in school districts other than Bellevue.

Elementary and Middle School employees shall be compensated for activities at the Column 6 hourly pay rate as identified on the Activity Salary Schedule, Appendix 3.2.

ARTICLE 25 - INSURANCE

Section 1. Health Insurance

Beginning in the 2013-14 school year, subparts A and B regarding employee health insurance benefits will be administered as outlined below.

A) Participation and Funding:
For the duration of the contract, the full State contribution (without deduction for Health Care Authority subsidy) will be made available to each full-time equivalent employee per month to be used toward the cost of insurance. For each certificated employee working half-time or more, but less than full-time, these contributions will be paid according to the proportion associated with the employee's respective part time band, with 0.90 FTE included in the 1.0 FTE band. The part time band is based on the employee's FTE and hours worked.

Each year, the District will contribute $1,000,000 above and beyond the State contribution to be used toward the cost of medical insurance. This contribution will also be paid according to the proportion associated with the employee's respective part time band.

State and District contributions will first be used to pay the premium for full-family dental insurance, long-term disability insurance, term-life insurance, and full-family vision; the remainder will be applied to health insurance premiums. In order to receive the District's contribution toward health insurance, the employee must enroll in the program and agree to have any balance due for the monthly premium deducted from his/her salary.

An employee whose spouse or domestic partner is also a District employee who is eligible for medical benefits may combine his or her actual employee insurance allocation (after deductions for the mandatory plans) for the medical plan selected with that of his or her spouse or domestic partner to enroll in one insurance plan to offset their out of pocket costs for medical premiums.

B) Pooling:
Any unspent balance from A) above will be placed into an insurance pool. Pool funds will be distributed among all bargaining unit employees who qualify for health insurance benefits, to be used for the payment of medical premiums, up to the actual cost, until the pool is exhausted. Pool fund distributions to part-time employees qualifying for health insurance benefits will be paid according to the employee's respective part time band. Pool fund distribution will be calculated at the end of the open enrollment period. The District will distribute these funds beginning with the warrant in the month following the close of open enrollment. If the District needs to delay the distribution of pooling funds, the BEA will be advised as soon as practicable.

The parties acknowledge that on an annual basis pooling may result in an over-or under-expenditure of pooled funds. In such cases, the District will add any remaining funds to the following school year's pool or will subtract any over-expenditure from the following school year's pool.

C) Reporting:
No later than March each year, the District will provide a report to the Association regarding the expenditure of insurance funds.

D) State Health Care Authority:
In addition to the amounts described above, for the duration of this contract, the District shall pay the entire amount of the State retiree subsidy owed to the State Health Care Authority for non-supervisory certificated staff.

In no case shall the District be required to pay more than the monthly cost of insurance premiums for any employee. Further, the District will not provide for other uses of funds in lieu of the monthly contributions provided above.

Employees may select, in accordance with the rules established by the District and the insurance companies, one of the insurance plans in which there is District participation. The District agrees that the Association shall be actively involved in the selection and termination of employee insurance programs. In pursuing and defending legitimate employee interests in specific claims problems, the District will provide the Association reasonable access to both brokers and sponsoring companies in the resolution of claims disputes.

During the open enrollment period for health benefits, insurance enrollment forms will be available to employees online.

An employee who exhausts all accumulated injury, illness, and emergency leave credits and who is on a medical leave of absence without pay shall continue to receive the District's health insurance contribution until the expiration of his/her contract.

Under the auspices of Section 125 of the Internal Revenue Code The District shall provide 1) a medical premium conversion program which allows an employee to elect to have any of his/her health insurance premium contributions paid before the application of income taxes under the Internal Revenue Code; and 2) a Health Care Expense Account (HCEA) which allows an employee to use pre-tax dollars to pay for expenses not 100% covered or ineligible for payment through the group health care plans; and 3) a Dependent Care Reimbursement program which allows an employee to use pre-tax dollars to pay for allowable dependent care costs.

The State of Washington, through the Public Employees Benefits Board (PEBB) Program, provides insurance coverage to eligible employees and retirees and their dependents, as well as eligible groups. Currently, the State of Washington does not administer insurance coverage plans for most school district employees. The State Legislature is contemplating a change that may move all school district employees to the PEBB. Should the State of Washington require the movement of school district employees to the PEBB, the parties agree to reopen the

Agreement for purposes of bargaining the move to PEBB during the term of this Agreement, discussing the potential financial impact of this change and any effects of the move to PEBB.

Section 2. Vision Insurance

The District will provide for a vision care insurance program for all employees and their dependents.

Section 3. Dental Insurance

The District will provide for a dental care insurance program for all employees and their dependents. As a default, employees who do not select a specific plan will be enrolled in the plan with the lowest premium.

Section 4. Disability Insurance

The District will provide long-term disability insurance coverage for all employees.

Section 5. Life and Accidental Death & Dismemberment Insurance

The District will provide $50,000 life insurance coverage and $50,000 accidental death and dismemberment insurance coverage for all employees.

Section 6. Liability Insurance

Employees shall be named as additional insureds under the comprehensive liability and the Board of Education liability insurance policies of the District. Coverage thus extended will provide employees covered under this contract with the same protection as provided for the Bellevue School District as a whole, its Superintendent and administrators, and the Board of Directors.

Section 7. Casualty Insurance

The District will provide casualty insurance protection as required by law.

ARTICLE 26 - SUBSTITUTES

Section 1. General

The wages, hours, and other terms and conditions of employment for substitute certificated employees represented by the Association pursuant to Article 1 - Recognition and Jurisdiction shall be limited to those contained in this Article.

Section 2. Notice to Association

Prior to 1 October, the District shall provide the Association with a list of employees who, during the period from 1 September to 31 August, met either or both of the standards established in Article 1- Recognition and Jurisdiction for inclusion in the bargaining unit. Thereafter, the District will notify the Association of any substitute who meets these standards during the term of this Agreement. Such notice will be provided the Association within thirty (30) days of the time such substitute meets said standards.

Section 3. Rates of Pay

For the period from 1 September 2016 through 31 August 2017, the rates of pay for substitutes shall be as follows:

a) 1st through 15th day in any assignment shall be compensated at the daily rate of $169 which is noted on Appendix 3.1.

b) The 16th day and beyond in any assignment shall be compensated at the rate of $196 which is noted on Appendix 3.1

Thereafter, these rates of pay shall increase annually by the same overall percentage increase as applied to the base salary schedule.

If a substitute is asked to accept a long-term assignment, which is defined as an assignment scheduled to last more than 15 days, the substitute will be paid the rate of $196 from the first day of the assignment.

Substitutes who participate in the District's Substitute Orientation (full day training) will receive payment for a full day training. The date for this training will be chosen by the District.

Retirees from the District who left in good standing will be paid at the rate of $196 for all full day assignments. All substitutes, including retirees, will be expected to effectively use the District's curriculum, technology and electronic systems.

If a substitute is required for less than a full teaching day schedule, and if the substitute's assignment begins or ends at mid-school day, the compensation shall be sixty percent (60%) of the applicable daily rate. If this substitute is required to work up to an additional hour before or after the mid-school day, compensation for the additional hour shall be at the sixty percent (60%)

rate. However, no substitute paid on this basis may be required to remain at the work site after the student period or activity has ended which necessitated the substitute's presence for a portion of the additional hour as long as all required responsibilities have been completed.

If a substitute teacher at the middle or high school level is assigned to teach during his or her planning period(s), the substitute will be paid at the applicable substitute daily hourly rate.

If a substitute at the elementary level is assigned to teach during his or her planning time, the substitute will be paid the applicable hourly rate for the time taught, rounded to the nearest fifteen (15) minutes.

If a substitute is required to begin a school year for a regular employee who it is known by the District in advance will not be available to begin the year, said substitute may be required to be present to perform services during employee preparation days and shall be compensated for said service.

A substitute assigned to replace a regular employee whose absence is predicted to exceed twenty (20) consecutive days will be returned to that assignment if the substitute is absent for less than three (3) consecutive working days, unless the needs of the educational program dictate a change. A substitute who is returned to such assignment shall be paid at the same rate of pay received prior to the time of his/her absence.

Substitutes who work a significant number of days (need not be consecutive) for the District will be eligible to receive an end-of-the-year payment under the following schedule:

- 50 days to 69 days $500
- 70 days to 99 days $1000
- 100 days or more $1500

This payment is to recognize and reward substitute loyalty to the District. No substitute is eligible for this payment unless he or she remains in good standing with the District at the end of the school year. A day is defined in Article 7, Section 1.

Section 4. Payday

Substitutes shall be paid in accordance with Article 23, Section 1, of this Agreement.

Section 5. Faculty Meetings

Substitutes are required to attend faculty meetings unless excused from such obligations by their immediate supervisor.

Section 6. Evaluation

The evaluation of day-to-day substitutes shall be based on observations, and/or pertinent, verifiable information concerning the substitute's professional performance provided by the

principal, other affected certificated employees or the regular classroom teacher. The evaluation shall be in writing using a standardized form and a copy of the evaluation will be given to the substitute and filed with the Human Resources Department.

Substitutes who are scheduled to work at least two (2) days in a given building may request, through the school secretary, that a written evaluation be done by a building administrator or designee. Such evaluations will be done if the administrator's schedule allows. A substitute may have up to two (2) such evaluations during a given school year and an administrator will not be expected to complete more than six (6) in a given year. A standardized evaluation form will be used for this evaluation.

The evaluator will discuss all such evaluations with the substitute upon request. The substitute may file with the Human Resources Office comments about such evaluations which will become part of the evaluation.

Section 7. Contact Procedures

When contacting substitutes for assignment, the District will give consideration to the substitute's preparation and experience; the absent employee's request; and the general availability of the substitute.

The ultimate responsibility for assignment of any person to fill a substitute role rests with the District.

When it is determined that a regular employee will be absent from his/her contracted position for the remainder of the school year and a substitute has completed 20 consecutive days in that position, the substitute may be issued a non-continuing contract without the necessity for the position to be posted. Decisions relative to issuing a non-continuing contract will be based upon the performance of the substitute in the position, qualifications, program needs, and affirmative action requirements. The substitute who is not granted such a contract under the conditions described shall, upon request, be informed of the reason in writing.

The decision to remove a substitute from the District's substitute list shall be based on evidence of the substitute's professional performance. A substitute who believes he/she has been inappropriately removed from the list may appeal through the first two Steps of the Grievance Procedure, Article 27. The decision made at Step 2 shall be final and binding.

Section 8. Other Terms and Conditions

The following terms and conditions of employment as contained in the collective bargaining agreement shall apply to substitutes:

a) ARTICLE 1 - Recognition and Jurisdiction

b) ARTICLE 3 - Status of Agreement
Section 1 - Responsibility and Bargaining Procedures

Section 3 - No Strike Provisions

c) ARTICLE 4 - Management Rights and Responsibilities

d) ARTICLE 5 - Association Rights and Responsibilities
Section 2 - Mail Services
Section 3 - Distribution of Agreement
Section 4 - Exclusivity

e) ARTICLE 6 - General Conditions of Employment
Section 1 - Nondiscrimination
Section 3 - Faculty Meetings and Evening Events
Section 5 - Planning Time
Section 7 - Temporary Replacement
Section 11 - Employee Safety and Protection
Section 12 - Employee Rights
Section 13 - Student Discipline
Section 14 - Reporting Practices
Section 18 - Employee Facilities

f) ARTICLE 7 - Workday and Workyear

g) ARTICLE 14 - Personnel Files

h) ARTICLE 19 - Academic Freedom

i) ARTICLE 20 - Instructional Materials Policy

j) ARTICLE 22 - Basic Salary Schedule and Pay
Section 7 - Travel

k) ARTICLE 23 - Pay Warrants
Section 1 - Payday
Section 2 - Underpayments/Overpayments
Section 3 - Assignment of Warrants

l) ARTICLE 27 - Grievance Procedure

m) ARTICLE 28 - Conditions of Agreement

ARTICLE 27 - GRIEVANCE PROCEDURE

Section 1. Purpose

The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of grievances of individuals or groups of employees of the District. The procedure, excluding provisions for binding arbitration, shall also be used to process complaints of alleged non-compliance with Title IX of the Educational Amendments of 1972, which prohibits sex discrimination in employment.

Section 2. Definition

As used in this procedure, a "grievance" is a claim by an individual employee, group of employees, or the Association that an agreement between the District and the BEA, an existing school policy, or an established practice has been violated, misinterpreted, misapplied, or applied unevenly or unfairly, or a claim that there has been unfair, inequitable, or unwise treatment of the grievant by the employer. A "grievant" is an employee or group of employees having a grievance. A "Grievance Review Request Form" is a printed form utilized in the process of adjusting grievances under this procedure. As used herein, "established practice" shall mean a method of dealing with a course of conduct in regard to a recurring event or situation which is of general application in the conduct of such events or situations as carried out by the District, the Board, the Superintendent or administrative staff or the recognized employee organization. Such practices may be written or unwritten and the burden of proof regarding their established existence shall be the responsibility of the party claiming their existence.

Section 3. Procedure

The proper procedure for pursuing adjudication of alleged grievances is as follows:

Step One

Within thirty (30) calendar days of the time a grievance arises, or the date when the grievant should reasonably have had first knowledge of its occurrence, the grievant will commit the grievance to writing on a Grievance Review Request Form, sign it, and submit it to his/her immediate administrative supervisor, or to the appropriate administrator who took the action(s) or made the decision(s) on which the grievance is based, with a copy to the immediate supervisor. This written grievance shall include (1) the nature of the grievance; (2) the section(s) that have allegedly been misinterpreted or misapplied; and (3) the recommended solution to the grievance. A copy of the Grievance Review Request Form shall also be sent to the Executive Director of Human Resources. The supervisor/administrator shall meet with the grievant in an effort to resolve the grievance within fifteen (15) working days (Monday through Friday) after receipt of the grievance.

Within fifteen (15) working days after the grievance meeting, the supervisor shall communicate the recommended solution to the grievant and the Association.

Step Two

If the grievant is not satisfied with the resolution at Step One, he/she may, within fifteen working days after receipt of the written response from Step One, submit the grievance to the Executive Director of Human Resources. The Executive Director of Human Resources or his/her designee shall meet with the grievant in an effort to resolve the grievance within fifteen (15) working days (Monday through Friday) after receipt of the grievance.

Within fifteen (15) working days after the grievance meeting, the Executive Director of Human Resources or his/her designee shall communicate a written response to the grievant and the Association.

Step Three

If the grievance is not satisfactorily resolved at Step Two, the Association may, within twenty (20) calendar days after receipt of the written response in Step Two, submit the grievance to the American Arbitration Association for arbitration under their voluntary labor arbitration rules and within the following guidelines:

a) The arbitrator shall limit his/her decision strictly to disputes involving the application or interpretation of the express terms of this Agreement. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement.

b) Matters covered by Article 18, except administrative leaves, and ARTICLE 12, Section 6 Probation and Section 7. Non-Renewal, are not subject to the provisions of arbitration unless mutually agreed to in writing by the Board and the Association.

c) The arbitrator shall be limited to procedural questions when hearing disputes related to administrative leaves (Article 18, Section 2).

d) Matters covered by Article 20 are not subject to the provisions of arbitration, as the Board of Directors has final decision-making authority.

e) Interpretations by the arbitrator of matters covered by Articles 19 and 20 shall be limited to procedural questions.

f) In ruling on a grievance filed under this agreement, the arbitrator shall recognize that this contract constitutes a totality of rights and obligations of the parties.

g) The arbitrator's decision shall be final and binding on the Association, the employee(s) involved, and the District.

h) The fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

Section 4. Time Limits

Failure of the grievant or the Association to comply with any time limits specified in this procedure shall constitute withdrawal of the grievance. Failure of the District to respond to a written grievance within the time limits specified in this procedure shall allow the grievant to move the grievance to the next step of the grievance procedure.

The District and Association may mutually agree in writing to extend the time limits at any one of the steps.

Section 5. Representation

The grievant may be represented by the Association at any step in the grievance procedure.

The District supervisor/administrator responsible for responding to a Step 1 or Step 2 grievance may be assisted by another District supervisor/administrator in processing a grievance.

A grievant shall have the right to utilize this procedure, excluding arbitration without the intervention of the Association so long as the resulting adjustment does not conflict with the terms of this Agreement and the Association has been given an opportunity to be present at all meetings between the grievant and the District on the grievance.

All efforts at each step in the grievance procedure to present information or otherwise seek to influence the outcome of the grievance hearings shall be through appropriate channels as identified in this procedure. No person shall seek to influence a member of the Board of Directors concerning a grievance which has been filed except through such channels as may be identified by the Superintendent.

Section 6. Freedom from Reprisal

Employees involved in grievance adjustment proceedings, whether as a grievant, a witness, a representative of the BEA, or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal on account of their participation in the grievance adjusting process.

Section 7. Assistance in Investigation

During the course of any investigation by the BEA, either to determine whether it will represent a grievant or to enable it to represent the grievant effectively, the District shall, within reason, cooperate with the BEA and furnish to it such information germane to the grievance as the BEA may request. Similar cooperation will be extended by the grievant and the BEA to reasonable efforts by the District and/or arbitrator to investigate the grievance.

Section 8. Attendance at Grievance or Arbitration Hearings

Employees involved in grievance or arbitration hearings held during the regular school day shall be released with full pay. All reasonable efforts will be made to avoid interruption of the educational program or the involvement of students in any phase of the grievance procedure.

ARTICLE 28 - CONDITIONS OF AGREEMENT

Section 1. Separability and Savings

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

Section 2. Duration

This Agreement is effective 1 September 2016 and its provisions shall remain in effect through 31 August 2019, provided, however, Appendix 3.1 Salary Schedule and Article 25 - Insurance, shall be open for negotiations during each calendar year for the purpose of applying any increase provided by the State to the Salary Schedule and determining the health insurance contribution rates. The parties may also discuss mutually agreed upon items which require immediate attention due to Legislative action. These negotiations will commence each year on or after the date upon which official salary and benefits funding information for the school district is available.

Section 3. Reopeners

a) The parties agree that to respond to the pace of change being experienced by the District and its employees, either party to this agreement may request negotiations with respect to any provision of this agreement or to include a provision that is not currently contained therein by giving written notice of said desire to the other party. Said notice shall specifically describe the provision or other subject matter concerning which negotiations are being requested and the reason(s) said request is being provided. Within fifteen work days of receipt of such a request for negotiations, the parties shall meet to commence negotiations with respect to the identified matter. If any existing provision governs the matter under negotiations, until negotiations on said matter have been satisfactorily concluded the provision in question shall remain in full force and effect. If negotiations cannot be resolved to the mutual satisfaction of both parties, the matter that has been the subject of negotiations shall, at the discretion of the initiating party, become a subject of negotiations for a successor agreement. This provision may only be incorporated into any successor agreement between the parties by the explicit, written agreement of both the District and the BEA.

b) If for reasons related to legislative action or a vote of the people resulting in the District being imminently faced with a reduction in available revenue for any school year during the term of this Agreement equal to more than three percent (3%) of the total revenues available to the District during the current year or the year following the current school year, the parties shall enter into negotiations to address the crisis. Said negotiations shall commence within twenty (20) days following a written notification from the District to the BEA of the District's intention to enter into said negotiations. Said notification shall include the

reason(s) for the notification, the projected revenue loss, and those provisions of the Agreement the District desires to modify, together with the manner of modification proposed. Any provision of this Agreement not modified as a result of the negotiations described herein shall remain in effect as stipulated in paragraph one of this Section.

Section 4. Salaries and Compliance

The parties acknowledge the necessity for the District to comply fully with state compensation limitations. The parties intend that nothing in this agreement will operate to preclude the District from complying with State compensation laws nor to vest employees with compensation in excess of that allowable under applicable laws and regulations. Accordingly, the parties acknowledge that the District retains the authority, consistent with the procedures contained herein, to make equitable compensation adjustments in order to ensure compliance with applicable laws and regulations.

1. Potential Adjustments

On or before 1 May of each year, the District and the Association will review the salary data for all certificated employees as reported on Form S-275.

a) If it is determined that the District is above the authorized legal limits (following the application of the mutually established procedures between the parties for making said determination), salaries for all certificated instructional employees being paid on the CERTIFICATED EMPLOYEES' SALARY SCHEDULE will be reduced by an equal percentage explicitly to come to not more than 1/10 of 1% below the authorized legal limits. Said reduction will become effective, retroactive to 1 September, with the May pay warrant, and an equal reduction in compensation shall continue for the remainder of the contract year in order to implement the adjustment.

b) If it is determined that the District is more than 1/10th of 1% below the authorized legal limits (following the application of the mutually established procedures between the parties for making said determination), salaries for all certificated instructional employees being paid on the CERTIFICATED EMPLOYEES' SALARY SCHEDULE will be increased by an equal percentage explicitly to come within not less than 1/10 of 1% below the authorized legal limits. Said increase will become effective, retroactive to 1 September, with the May pay warrant, and an equal increase in compensation shall continue for the remainder of the contract year in order to implement the adjustment.

c) Any salary schedule(s) finally adopted pursuant to a) or b) above will be placed into the contract replacing the original schedule(s) and shall form the basis upon which any successive year's salary schedules are generated.

2. Consultations and Negotiations

Prior to effectuating any adjustments pursuant to this section of the Agreement, the District will consult the Association. If the parties are unable to agree on a resolution of the matter, the unresolved issues may be submitted to arbitration. The parties shall mutually identify the arbitrator who may be requested to hear such issues, within thirty (30) days following execution of this Agreement, and shall contact said arbitrator immediately upon identification to determine his/her willingness to serve. Such process will be repeated until an arbitrator has been identified who is willing to assist the parties. The arbitration proceeding and the arbitrator shall be governed by the provisions established in Article 27, Section 3, Step 3, of this Agreement; provided that the arbitrator shall conduct the hearing within thirty (30) days following the request for arbitration by either of the parties and the arbitrator shall issue an award no later than thirty (30) days following the closing of the hearing. The arbitrator's award shall be final and binding on the parties; provided that the implementation of the arbitrator's award would be lawful. If the award causes the District to be above the maximum allowed compliance level, salaries will be rolled back as provided by subsection 3 above.

Section 5. Contract Waivers

The contract was jointly bargained and mutually agreed to by both the Association and the District. Since the negotiation of the contract took careful consideration by both the parties, it is reasonable that careful consideration be given prior to the granting of a contract waiver by either party.

The Association may agree to waive specific provisions of this Agreement in accordance with the following:

A contract waiver request from a school or program to the Association must:

1. Be supported by the Program Delivery Council of the school making the request. The PDC must have reached sufficient consensus with respect to making the waiver request.

2. Be submitted in writing to the BEA Executive Board by the school's Program Delivery Council.

3. Describe the specific provision(s) of the collective bargaining agreement involved.

4. Provide reasons as to why the waiver is being sought.

The Association will follow its Contract Waiver Request Process for the study, investigation and recommendation that must be conducted pursuant to any waiver request. A waiver granted by the Association will be in effect for the duration of the term of the collective bargaining agreement.

The District will follow the process for granting a waiver established by the School Board.

Section 6. Signatories:

The parties have executed this Agreement this 10th day of June 2016.

BELLEVUE SCHOOL DISTRICT NO. 405	BELLEVUE EDUCATION ASSOCIATION
_____	_____
_____	_____
_____	_____
_____	_____
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MEMORANDUM OF AGREEMENT
between the
BELLEVUE EDUCATION ASSOCIATION
and the
BELLEVUE SCHOOL DISTRICT
Regarding
MODIFIED WORKWEEK

Tutorials

- All certificated staff will provide support to students needing assistance during the tutorial period scheduled as part of the workday.

- Attendance at the tutorial will be at staff member request or may be student-initiated. Students will not be assigned by other individuals, such as an administrator or counselor.

- There may be a day or days when no students are present to meet with a staff member during the tutorial time. It is anticipated that such instances would happen rarely.

- The staff member is solely in charge of structuring the tutorial. For example, the staff member will determine whether the structure for the tutorial on a given day will be an open "drop in" model for help on any subject taught by the teacher, or whether a given subject will be discussed on a given day. This latter example could entail a review session held for a particular subject. The teacher will communicate the structure of the tutorial to his or her students, so everyone can plan and make the best use of the tutorial time.

- At Bellevue, Interlake, Newport, and Sammamish High Schools, tutorial will be scheduled before school. For all other secondary schools, the workday ends at the end of the tutorial which will be scheduled at the end of the day. A staff member may stay beyond that time to work or meet with students, but cannot be required to do so, in accordance with Article 7. Section 1. Work Day. No tutorial will be held on Wednesdays.

- Itinerant and part time staff schedules should be reviewed by a BEA representative and an administrator to ensure the schedule does not exceed the 8 hour workday and provides flexibility in scheduling tutorial as needed.

- Since all certificated staff are expected to engage in tutorial, the District will maximize staff's access to their regular work space (i.e. classroom, library, etc.) during the tutorial.

Wednesday Early Release

The purpose of the Wednesday Early Release is to provide common time for certificated staff to actively participate in self-identified priorities, staff driven collaboration, and professional development. If a scheduling conflict occurs on a Wednesday, necessary changes will be addressed in the school year calendar.

- The time after students are released on Wednesday until the end of the workday is staff members' individual planning time. They determine what work will be performed during that time, with the following exceptions:

- Building Wednesdays: Ten (10) Wednesdays throughout the year will be reserved for building level professional development, collaboration, and general building business for up to 90 minutes per Wednesday. In order to ensure the activities are authentic and relevant to all staff, teacher teams will collaborate with the principal to determine content, start time, and whether a staff will use all ten (10) Wednesdays for this purpose. The schedule for these ten (10) Wednesdays will be determined by a designated committee of teachers and the building administration. Input from the staff must be gathered prior to the creation of the schedule, and consensus must be reached by the affected teachers for approval using an agreed upon process.
    - Attendance at Building Wednesday Meetings is optional for ESA staff (OT/PT, SLP, School Psychologists, Nurses, Counselors, Social Workers and Audiologists). Each of these departments will determine which ten (10) days they will meet as a department for the "Building" time outlined above.

    - Part time staff who do not work on Wednesday are not required to attend Building PD.
- District Designated Professional Development Wednesdays: On the last Wednesday of September, October, November, and March, optional District designated professional development will be offered. Attendance at these sessions is at the discretion of the employee, but participating employees will earn up to eight (8) hours of per diem pay.
- Restricted Wednesdays: The first Wednesday of October, November, January, February, March, April, May, and June are Restricted Wednesdays. No building or district sponsored meetings, trainings, or professional development may be held.

- Staff members may choose to earn supplemental contract hours on Wednesday afternoons or at other times.

- The intent of the parties is to keep to a minimum routine staff meetings and school-wide business, including MDT meetings, after students are released on Wednesdays; such meetings may be conducted, however, doing so will require staff consensus. Staff will remain in their buildings to work on site during the time after students are released on Wednesdays until the end of the workday. Exceptions to the above "on site" requirement are emergencies, district-sponsored workshops and occasions where a staff member meets to engage in collaboration with one or more colleagues at another District site. In this event, staff will inform their principals they are leaving the building and will indicate where in the District they will be working.

- Opportunities to attend District sponsored conferences or workshops for the supplemental hours in the professional development category will be offered on Wednesdays after the early release of students and on other days when possible.

- Non-supervisory, certificated staff will not supervise students during Wednesday early release time with the single exception of audiologists. If an audiologist must use Wednesday afternoon to assess students, s/he will have a reciprocal amount of planning time scheduled into the work week.

- It is understood that the District is able to rent District facilities to outside parties for use. Nonetheless, if the District does lease or rent space for use by outside parties on Wednesday afternoons, it will do so in a way that will maximize staff's access to their regular workspace (i.e., classroom, library, etc.) after the early release of students.

Sample High School Bell Schedule
Bellevue, Interlake, Newport, Sammamish

This sample is provided to illustrate the scheduling of the student day. Staff start and end times remain flexible to meet the needs of employees and buildings per Article 7, Section 1.

Monday, Tuesday, Friday	
Zero Period	7:05-7:55
Tutorial	7:55-8:25
Period 1	8:30-9:20
Period 2	9:25-10:15
Period 3	10:20-11:15
Period 4A	11:20-12:10
1st lunch	11:15-11:50
2nd lunch	12:10-12:45
Period 4B	11:55-12:45
Period 5	12:50-1:40
Period 6	1:45-2:35
Period 7	2:40-3:30

Wednesday	
Zero Period	7:30-8:20
Period 2	8:30-10:00
Period 4	10:05-11:35
Period 6	11:40-1:10

Thursday	
Zero Period	7:00-7:50
Tutorial	7:55-8:25
Period 1	8:30-10:00
Period 3	10:05-11:35
Period 5A	11:40-1:10
1st lunch	11:35-12:20
Period 5B	12:25-1:55
2nd lunch	1:10-1:55
Period 7	2:00-3:30

MEMORANDUM OF UNDERSTANDING
between the
BELLEVUE EDUCATION ASSOCIATION
and the
BELLEVUE SCHOOL DISTRICT
Regarding
Professionalism in the Workplace

Educators are held in high esteem by the community due to both their position as professionals and as role models for students. They have a high level of responsibility that requires a model of professional conduct that affords educational opportunity for each and every student, as well as, professional securities for each and every employee.

For their own protection, it is important that educators are aware of and fully understand the recommended standards of professional conduct. Bellevue Education Association and Bellevue School District agree that the following standards are to be used as a guide for professional educators' conduct while employed in the District (Note: this document is not intended for use in disciplinary action, evaluation, or to negate any provisions in the Collective Bargaining Agreement).

Professional Standards for Educators

The professional educator:

- Considers the interests of students in decision making.
- Maintains professional relationships with students, parents, staff members and others that are appropriate for his/her role.
- Fulfills job responsibilities with honesty and integrity.
- Resolves conflicts, whenever possible, privately and respectfully, and in accordance with district policy.
- Understands that s/he may advocate for policies and laws that s/he believes promotes the education and well-being of students and families.
- Directs constructive criticism of BSD policy, procedure, program, or direction in a productive and respectful manner.
- Supports the principle of due process and protects civil and human rights of all individuals.
- Implements the policies and procedures adopted by the Board of Directors.
- Refrains from using school contacts or position for personal benefit.
- Maintains the standards of the profession, and seeks to improve the effectiveness of the profession, through research and continuing professional development.
- Stresses the proper use and protection of all school property, equipment, technology and materials.
- Honors all contracts until fulfillment or release.

- Maintains confidentiality related to his/her position, especially when involving student information unless disclosure serves the District's interest or is compelled by law.

The relationship between employees and the District is a cooperative one. The employee understands that s/he is an ambassador on behalf of the district. His/Her conduct may be a reflection of the Bellevue School District, its standards and beliefs. As any good ambassador does, s/he has a responsibility to uphold, question, criticize, endorse, and otherwise participate in a manner that demonstrates the respect due to that position.

Responsible and Ethical Use of Social Media

Educators should take special care when using social media. Educators should consider the impact of creating, distributing and communicating information through all technologies. Status as an educator and role model instills extra responsibilities to ensure your protecting of oneself and one's students.

New technology is constantly being introduced. Remember, regardless of the forum, an educator's responsibilities remain the same.

Recommended …

- Being familiar with and follow all school guidelines and policies related to social media and web use (including conduct during school hours and more general rules).
- Remembering that educators are a mandatory reporter.
- Understanding that off duty conduct can result in job related discipline.
- Understanding that "send" cannot be taken back.
- Understanding that there is no such thing as an anonymous post, text, tweet, blog, etc.
- Maintaining privacy as much as possible, but remember that social media privacy settings are not absolute. Much of what is posted or posted about an educator can be accessed by others.
- Frequently checking, and if necessary, changing privacy settings on social media accounts.
- Using technologies that help protect oneself and one's students.
- Informing oneself of rights and resources with the district.

Not Recommended…

- Using social media during work hours.
- Crossing emotional, physical and knowledge boundaries with students.
- Sharing (for example, post, tweet, etc.) personal information, criticism or an angry response to or about a supervisor, principal, superintendent, school board, job duties, colleagues, school activities, a student, parent, etc.
- Allowing information that one shares about "matters of public concern" to disrupt the workplace or the school's effectiveness or efficiency.
- Sharing (for example, post, tweet, etc.) intimate information or pictures.
- Sharing anything that would be embarrassing to see on the front page of the local paper.

Only after careful consideration of the ramifications should you…

- Add students or their parents as "friends." Also, be careful about "friending" recent graduates who may still have siblings in the school.
- Join groups (closed or open groups) with student members.
- Share (for example, post, tweet, etc.) with students or their parents.

MEMORANDUM OF UNDERSTANDING
between the
BELLEVUE EDUCATION ASSOCIATION
and the
BELLEVUE SCHOOL DISTRICT
Regarding Supports for
Washington Kindergarten Inventory of Developing Skills Assessment (WaKIDS)
Requirements

On June 29, 2015, the Legislature passed the state biennial operating budget which included funding for statewide implementation of full day kindergarten. Along with the full day kindergarten funding comes a required transition assessment called the Washington Kindergarten Inventory of Developing Skills (WaKIDS). WaKIDS has three components: Family Connection; Whole Child Assessment; and Early Learning Collaboration.

The state requires a one-time training and an inter-rater reliability assessment that all kindergarten teachers must complete before implementing the WaKIDS assessment. If a teacher has evidence of completion of the TS Gold Assessment training, the training does not need to be repeated. If a teacher is unable to complete the training and assessment prior to the start of the school year, the teacher and principal must work together to prepare a plan of support for the teacher in attending the class within a reasonable timeframe and completing the TS Gold Assessment.

To meet the Family Connections Requirement, the District will utilize a two day State waiver (9/1/16 and 9/2/16). Additionally, up to 8 hours of per diem pay may be earned by any teacher who has more than 24 students enrolled in his/her class who cannot complete the 20 minute Family Connections meeting within the designated two days. The first day of school for kindergarten students will be Tuesday, September 6, 2016.

To support informed class placement decisions already established at each school site, teachers may divide the Family Connections portion of WaKIDS. Each teacher does not have to meet with families from his/her class. The kindergarten team may complete the Family Connections meetings using a team approach.

The WaKIDS whole child assessment will use an early learning observational tool called Teaching Strategies GOLD. Teachers will enter the assessment data online, with a completion date of October 31 at 9:00 pm. Teachers should use data from the TS Gold Assessment to share kindergarten readiness information with each student's family at the elementary fall conference.

A joint BEA/district committee will be formed by October 31, 2016 to meet throughout the year and review the WaKIDS implementation process. This committee will craft recommendations for future years of WaKIDS application based on state requirements and feedback from kindergarten teachers, school based and district administrators, and the parent community. The recommendations will be provided to the Superintendent or designee and the Association by May 1, 2017.

MEMORANDUM OF UNDERSTANDING
between the
BELLEVUE EDUCATION ASSOCIATON
and the
BELLEVUE SCHOOL DISTRICT
Regarding
The Transition to a New Evaluation System for Non-classroom Teachers

Beginning in September 2016, employees not included as a classroom teacher under the State's Teacher Principal Evaluation Program (TPEP) will begin to explore transitioning to a four (4) tiered evaluation system which is rubric based. At a minimum, the subgroups currently outlined in Article 12, Section 3, namely **Library Media Specialists, Instructional Support Staff, and School Nurses** will be revised. The Instructional Support Staff may be further disaggregated into specific employee groups with the agreement of both the District and the Association.

Each employee group identified will have representatives involved in the development of the evaluative criteria and components comprising the evaluation system. Administrators or other supervisory staff will also serve on these joint committees. Where appropriate, Charlotte Danielson's Instructional Framework will be used as a foundation for this work. Additionally, recommendations from the appropriate professional organizations may be considered for inclusion.

Any new system must be piloted and revised to ensure quality and effectiveness. During the development, pilot, revision, and implementation cycle, individuals will be evaluated using the new tool on a voluntary basis. The Association and the District will maintain a joint committee throughout the implementation process. When appropriate, the Interest Based Strategies Process will be utilized. This committee will modify and adjust the evaluation system based on any new information which emerges.

Components for Student Growth required by the State in the TPEP process will not be applied to the employee groups identified in this MOU. However, the TPEP Comprehensive and Focused Evaluation model outlined in Article 12 shall apply.

MEMORANDUM OF UNDERSTANDING
between the
BELLEVUE EDUCATION ASSOCIATION
and the
BELLEVUE SCHOOL DISTRICT
Regarding the use of
Interest Based Strategies

Philosophical statement:
In Bellevue, we believe that every student should be afforded the best possible learning environment within which to acquire the skills and strategies that foster a fulfilling life. Specifically, our mission is to provide all students with an exemplary college preparatory education so that they can succeed academically, engage fully in college and career experiences, and lead a positive and productive life.

The task of providing the best possible learning environment falls to every employee of the Bellevue School District, including teachers, ESAs, para educators, administrators, specialists, and many more. In light of this, we believe our employees deserve the best possible work environment, one that supports our employees in fully engaging in their career experiences, and fosters a positive and productive life for all who work here.

Interest Based Strategies is a collaborative, solution-based process. We believe that when this process is used, the process and its principles provide for creative ideas and empowerment around decision-making, and consensus building. The quality of our work, giving our students the best possible learning environment, is a shared responsibility for all of Bellevue's employees. Interest Based Strategies gives us a process wherein, together, we can also share the responsibility for creating the best possible work environment.

Facilitation support for Interest Based Strategies process:
The facilitated Interest Based Strategies Process is a useful avenue for group problem solving and decision making. Examples include, but are not limited to:

- Contract Negotiations (outside facilitation required)
- Joint BEA/BSD contract directed committees
- Instructional items or issues
    - Curriculum
    - Program improvement or design
- Staff to staff mediation
- Organizational Health concerns within a given school or department

In order to track effectiveness, provide support and training to facilitators and manage budgetary concerns, requests for and management of facilitation in the complete Interest Based Strategies Process will be overseen by the Human Resources Department. The HR budget will cover the costs for facilitator compensation, release time as needed for facilitators, and all facilitation supplies.

Schools or departments requesting facilitation will be responsible for costs associated with release time or compensation for participants, copy or other material costs, and meeting related costs.

Negotiation related joint committees will follow the rules set forth in Article 4, Section 4

Protecting the integrity of the process:
To maintain the integrity of the process, we must build a strong cadre of internal facilitators and spread understanding of the process to a cross section of educators. BEA and BSD commit to the following:

- Ongoing training for facilitation
    - Facilitation training for those who have participated completely in the process and are interested in becoming facilitators
    - BEA/BSD joint training annually –introducing the process to focus on how we have adapted Interest Based Strategies to meet our needs
    - Offer sessions as options during District PD
- Team facilitation
    - When possible, a new facilitator should be paired as the third person with two experienced facilitators
    - Acknowledge that effective facilitation is a partnership, and allow those who have built relationships to facilitate together, strengthening the quality of the process.
    - Facilitation teams should be a mix of BEA and Administration to provide dual perspectives
    - When at all possible, facilitators should not be invested in the topic to protect neutrality
- Establishing a working team to develop best practice guidelines, a handbook, and other supporting materials in the form of a facilitation toolkit.
- Seeking out a cadre of outside districts to partner with in order to
    - Further develop skills
    - Build on existing relationships to assist in negotiations
    - Maintain the quality and integrity of Interest Based Strategies

Abridged process:
The parties also recognize that in some instances groups may wish to use part of the process to assist in problem solving or consensus building. These situations would not require facilitation, but should be assisted with access to the handbook and toolkit referenced above. Examples include, but are not limited to:

- Staff meetings
- IEP facilitation
- Small team meetings (grade level, department, safe schools, etc.)
- Mentorship with pedagogic process

BEA and BSD will monitor implementation of these objectives throughout the duration of this contract.

MEMORANDUM OF UNDERSTANDING
between the
BELLEVUE EDUCATION ASSOCIATION
and the
BELLEVUE SCHOOL DISTRICT
Regarding
The Impact of Legislative Decisions

In alignment with Article 28, Section 3, Parts a and b, the parties agree that should the Washington State Legislature's actions to fulfill the Constitutional obligation under the Supreme Court's McCleary Decision require significant and/or immediate changes to structures contained within this agreement, the parties will reopen said sections. If the impact of the "Levy Cliff" legislation surpasses the financial impact outlined in Article 28, Section 3b, this will also trigger a reopener discussion. Additionally, should state funding be significantly increased the parties also agree to reopen the contract. Interest Based Strategies must be used for these negotiations.

Prioritization of solutions identified in the full bargaining process of 2016 shall be taken into account during this process.

Should healthcare control at the local level be removed by the State, the current one million dollars ($1,000,000) funded by the district to reduce healthcare rates will be retained by the bargaining unit.

As decisions from the Washington State Comprehensive Task force for the implementation of Every Student Succeeds Act (ESSA) are released, BEA and BSD will meet to determine the appropriate joint committee or representative group to direct local decision making on issues.

MEMORANDUM OF UNDERSTANDING
between the
BELLEVUE EDUCATION ASSOCIATION
and the
BELLEVUE SCHOOL DISTRICT
Regarding
Material and Equipment Support

The district recognizes that students with disabilities may require specialized materials/equipment in order to access meaningful educational experiences. This equipment requires assembly, ongoing maintenance, and repair. In an effort to support the certificated employees who work with these students and materials/equipment, the district shall establish a process for requesting assistance with materials/equipment including, but not limited to, at least who to contact, timelines for the completion of tasks, and budget implications.

MEMORANDUM OF UNDERSTANDING
between the
BELLEVUE EDUCATION ASSOCIATON
and the
BELLEVUE SCHOOL DISTRICT
Regarding
Daily Maximum on Personal Leaves

For the duration of this agreement, the language in Article 17, Section 2 below, will be adjusted to eliminate the maximum number of individuals who may access personal leave on a given day.

In June of each year the impact of removing this cap of 20 individuals will be reviewed at Meet and Confer. If the number of individuals out on personal leave increases to an amount which puts undue stress on the system, this cap will be re-evaluated.

Use of Personal Leave:

An employee may take three (3) days of leave as Personal Leave, provided said employee has at least three (3) days of accumulated leave under this section from which the Personal Leave shall be deducted. Personal Leave shall be approved unless the leave is taken at any of the following times:

a) The first five (5) or last five (5) school days of the year.
b) The day before or after winter, mid-winter or spring break, or Thanksgiving break.

An employee shall request Personal Leave by calling in to the District's automated substitute system no later than three (3) working days prior to the leave. Failure to do so may result in leave without pay. Up to twenty (20) personal leave days will be granted each workday consistent with a) and b) above. If a request for Personal Leave is denied by the District's automated substitute system, an employee may e-mail the Substitute Program Coordinator asking that the leave request be reconsidered. More days may be granted if in the judgment of the Substitute Program Coordinator granting such leaves will not affect the District's ability to cover all other absences. For further information, refer to the MOU Regarding Daily Maximum on Personal Leaves.

An employee may carry forward up to two (2) days of Personal Leave eligibility into the next school year for a maximum of five (5) days of Personal Leave that may be taken in any single school year, and at any one time, provided said employee has at least five (5) days of accumulated leave under this section from which the Personal Leave shall be deducted at the time the Personal Leave is taken.

MEMORANDUM OF UNDERSTANDING
between the
BELLEVUE EDUCATION ASSOCIATON
and the
BELLEVUE SCHOOL DISTRICT
Regarding
Use of IDEA Days in ½ Day Increments

For the duration of this agreement, the language in Article 21, Section 4 below, will be adjusted to allow individuals to take up to two (2) IDEA Days in ½ day increments.

In June of each year the impact of this change will be reviewed at Meet and Confer. If the implementation of this change puts undue stress on the system, this option will be re-evaluated.

Article 21
Section 4. Student Services Work Load Relief

In each school year of the term of this agreement, all special education teachers, psychologists, OTs/PTs and SLPs (.6 - 1.0 FTE) will receive six (6) days of released time and all special education teachers, psychologists, OTs/PTs and SLPs (.1 - .5 FTE) will receive four (4) days of released time to engage in work related to IDEA responsibilities. At the end of the school year, if an individual's allocation of IDEA days is not used, s/he will receive a commensurate amount of pay at the substitute rate. If an individual uses all of his/her allotted IDEA days during the course of the school year, s/he may request additional IDEA release days through their special education supervisor. Approval of these days is not guaranteed.

MEMORANDUM OF UNDERSTANDING
between the
BELLEVUE EDUCATION ASSOCIATION
and the
BELLEVUE SCHOOL DISTRICT
Regarding
A Curriculum and Assessment Work Group

The BSD and BEA agree to the creation of a work group made up of Instructional Technology Curriculum Leaders (ITCLs), Curriculum Developers, Teachers and Administrators to create a process to complete the following tasks during the 2016-17 school year:

- Ensure that our new teachers have access to and training on our curriculum as soon as possible after they are hired.

- Develop a communication plan to clearly articulate to all staff that teachers should and are encouraged to use their professional judgment to modify, supplement, remove, or replace lessons to meet the needs of students and to achieve unit and lesson objectives.

- Create a process for teachers to collaborate effectively and efficiently about our curriculum so teachers can learn from each other and share resources with each other.

- Use grade level/course PLCs across the district for collaboration.

- Create a bank of resources (including progress monitoring tools) for teachers and students to access and contribute to as needed.

- Create a process to continually monitor and evaluate our curriculum (e.g., pacing, scope and sequence) to ensure it is appropriate for meeting the diverse needs of our students.

- Examine state/federal mandated testing and limit to the minimum required under the Every Student Succeeds Act (ESSA).

- Review the common assessments for each subject area to ensure they are aligned to standards.

- Define the purpose, expectations for use, and revision process to ensure common assessment are relevant and meaningful.

- Provide special education teachers/students the general education curriculum.

The progress of the work group will be shared upon the completion of each task as appropriate. A comprehensive report will be made to BEA and BSD at Meet and Confer in May 2017.

MEMORANDUM OF UNDERSTANDING
between the
BELLEVUE EDUCATION ASSOCIATION
and the
BELLEVUE SCHOOL DISTRICT
Regarding
Formation of an Elementary Study Team

BSD and BEA share a mutual interest in providing the best possible school environment for elementary students and staff. To that end, a joint BEA and BSD committee shall be formed by October 31, 2017. The purpose of this committee is to provide proposals for meeting the needs and expectations in elementary schools. It is acknowledged by both parties that these proposals are only recommendations to be taken under advisement. If additional contract language is needed to address acceptable solutions, it will be drafted and ratified by both parties according to their respective rules and procedures.

1. A joint BEA and BSD committee shall be formed. The members shall be designated by the respective parties to investigate the following conceptual ideas without restrictions:
   a. Appropriate school structures
   b. Appropriate school resources
   c. Instructional expectations
   d. Expectations of staff

   Example structures may include, but are not limited to:
   - Specialist offerings and scheduling
   - Daily schedule (length of day, amount of recess time, number of recess breaks)
   - Ratio of student contact time to planning/collaboration time

   Example resources may include, but are not limited to:
   - Use and availability of technology for students and staff
   - Positive Behavior Intervention Support specialist in each building
   - Differentiated staffing model to meet individual building needs

   Examples of instructional and staff expectations may include, but are not limited to:
   - Structure and offerings of professional development
   - Mentoring models and teacher leadership structures

The strategic goal of the committee will be to:

a. Develop recommendations for 1a-1d above. These recommendations may include the bundle of resources, structures, approaches, and expectations that we jointly believe are necessary to serve elementary schools.

b. Present recommendations to BEA and BSD at Meet and Confer no later than April 1st, 2018.
c. BEA and BSD will take the joint committee's recommendations under advisement. If changes to Collective Bargaining Agreement are necessary, they will be made in accordance with each entity's procedural requirements.
d. Implementation may begin as early as the 2018-2019 school year.

MEMORANDUM OF UNDERSTANDING
between the
BELLEVUE EDUCATION ASSOCIATION
and the
BELLEVUE SCHOOL DISTRICT
Regarding
the Creation of a
Secondary High Needs School Committee

BSD and BEA recognize that teaching in a high needs school requires special effort, commitment, and skills, and that these schools need and deserve different resources. Continuing the work of the Elementary High Needs Schools Committee, a joint committee will be formed to consider the specific requirements, needs, and conditions necessary for preparing secondary students for success as students and in life after school. The joint committee will provide proposals for meeting the needs and expectations outlined below. It is acknowledged by both parties that the proposals coming out of the committee are recommendations only. Decisions to adopt such recommendations may require additional contract language to address acceptable solutions.

1. A joint Bellevue Education Association (BEA) and Bellevue School District (BSD) committee shall be formed. The members shall be designated by the respective parties in equal numbers. The committee will use Interest Based Strategies to define the resource needs and expectations for staff to meet the student achievement goals described in the district initiative and to further investigate the following conceptual ideas without restrictions:
    a. Appropriate resources to be provided to high needs secondary schools
    b. Appropriate school structures
    c. Instructional expectations; and
    d. Expectations of staff

2. The strategic goal of the joint committee will be to:
    a. Develop recommendations for 1a-1d above. These recommendations would include the bundle of resources, structures, approaches, and expectations that we jointly believe necessary to serve our neediest school populations and to prepare students for post-secondary life.
    b. Define the considerations that will qualify a secondary school as high needs.
    c. Examine the compounding effects of considerations such as ELL populations, Special Education populations, and students qualifying for Free and Reduced lunch on programs.
    d. Present recommendations to BEA and BSD at Meet and Confer no later than March 1, 2017.

e. BEA and BSD will take the joint committee's recommendations under advisement. Changes to the Collective Bargaining Agreement may be made in accordance with each entity's procedural requirements.
f. Implementation of any agreed upon action may begin as early as the 2017-2018 school year.

MEMORANDUM OF UNDERSTANDING
between the
BELLEVUE EDUCATION ASSOCIATION
and the
BELLEVUE SCHOOL DISTRICT
Regarding the Creation of
an Implementation Advisory Council

The District and the Association agree to the creation of an Implementation Advisory Council (IAC) to bring all parties together to ensure an informed, cohesive plan for the roll out of new and ongoing initiatives across the district. This plan should inform buildings and other affected work groups in setting the scope of the work in their building. The initial plan should cover a three year period, with additional years added annually. The IAC shall be an oversight body, not a program design body.

The District and Association will each designate a co-facilitator who will work within each entity's individual organizational structure to recruit Council representatives. There will be a minimum of four representatives each. The district's Project Manager will be an integral part of this committee. Once established, the Council will hold their first meeting prior to October 31, 2016. The first task of the Council is to develop a charter outlining the membership parameters, frequency of meetings, and scope of the initiatives to be addressed.

Further meetings shall address the following:

- Develop timelines for implementation of new and ongoing district initiatives in order to prevent excessive workload. The timeline should ensure initiatives are rolled out in an incremental manner so that no one employee group is overly impacted.

- Use timelines for clear communication regarding the intention and details of the initiative, as well as the rationale for the timeframe in which the initiative will be implemented.

- Monitor progress in implementation, and based on these data, make further recommendations and/or adjustments for moving forward.

- Utilize the BSD Project Manager to track initiatives, process data related to success, and assist in making recommendations.

The District and Association shall each appoint members to this Council in equal numbers. Representatives from additional employee groups may be added to advance the work with the approval of both parties.

Progress of the Council shall be first reported in May of the first year, 2017, to Meet and Confer. A full report should be made district-wide. In subsequent years, this reporting will occur at an agreed upon time best suited to the reporting of progress.

MEMORANDUM OF UNDERSTANDING
between the
BELLEVUE EDUCATION ASSOCIATION
and the
BELLEVUE SCHOOL DISTRICT
Regarding
A Grading Practices Study Team

BSD and BEA share a mutual interest in ensuring that best practices in grading and reporting are being implemented. To that end, a joint BEA and BSD committee shall be formed by October 31, 2016. The purpose of this committee is to provide proposals for implementing best practices in grading and reporting for all children. It is acknowledged by both parties that these proposals are only recommendations to be taken under advisement. If additional contract language is be needed to address acceptable solutions it will be drafted and ratified by both parties according to their respective rules and procedures.

1. A joint BEA and BSD committee shall be formed. The members shall be designated by the respective parties to investigate the following conceptual ideas without restrictions:

a. Appropriate school structures
b. Appropriate school resources
c. Instructional, assessment, and grading expectations
d. Expectations of staff

Example structures may include, but are not limited to:

- Timelines for communicating grades
- Consistent process for modifying grades

Example resources may include, but are not limited to:

- Use and availability of technology for students, parents, and staff
- Time for the completion of grading and reporting
- Guidelines for modifying grading
- Consistent scales

Examples of instructional and staff expectations may include, but are not limited to:

- Development of grading and reporting philosophy statement
- Professional development in best practices in grading

The strategic goal of the committee will be to:

e. Develop recommendations for 1a-1d above. These recommendations may include the bundle of resources, structures, approaches, and expectations that we jointly believe are necessary to implement best practices in grading and reporting.

f. Present recommendations to BEA and BSD at Meet and Confer no later than May 1st, 2017.
g. BEA and BSD will take the joint committee's recommendations under advisement. Changes to Collective Bargaining Agreement will be made in accordance with each entity's procedural requirements.
h. Implementation may begin as early as the 2017-2018 school year.

MEMORANDUM OF UNDERSTANDING
between the
BELLEVUE EDUCATION ASSOCIATION
and the
BELLEVUE SCHOOL DISTRICT
Regarding
A Committee to Study Teacher Leadership

BSD and BEA recognize that leadership and the responsibility for reaching high quality educational outcomes for all students can no longer be considered the work of individual leaders. Researchers and practitioners consider the responsibility as shared across those working in administrative roles and teachers working in classrooms.

Change permeates almost every aspect of 21st century education. College and career readiness requires that students meet new standards, master new assessments, and demonstrate complex skills. Bellevue's student population is also changing due to increasing cultural and linguistic diversity. In order to envision and implement innovative responses to meet student needs, we must engage all voices, skills, and capacities. Shared leadership between principals and strong teacher leaders provides a means for responding to these changes in local, contextualized ways. Bellevue has long been a state-wide and national leader in implementing best practices in education. The joint BSD/BEA Teacher Leadership Study Committee will:

1. Define the concept of Teacher Leadership for the purpose of this study.
2. Research best practices for Teacher Leadership.
3. Compile a database of the current BSD Teacher Leader model for comparison purposes. The database may include cohort information only, not based on a single individual's performance.
4. Create a draft proposal of best practices of Teacher Leadership models to present to constituency groups for feedback. Constituency groups may include, but are not limited to, BSD Board, Bellevue EA Representatives, District Leadership Team, individuals in current district leadership positions.
5. Revise proposal after hearing from all constituency groups.

The final proposed recommendation will be presented to BEA and BSD leadership by May 1st, 2017.

Members of the committee will be designated by the respective parties in equal numbers.

CERTIFICATED EMPLOYEE CONTINUING CONTRACT

Employer: BELLEVUE SCHOOL DISTRICT #405
Employee: XXXXX
Position: EDUCATIONAL EMPLOYEE
Contract Length: Per Negotiated Agreement
Contract Salary: Per Negotiated Agreement
SALARY SCHEDULE DEGREE PLACEMENT: xxxxx

Date: xxxxxxx
Employee ID: xxxxxx
School Year: <insert>
Full Time Equivalency: xxxxx
Pay Placement: xxxxx

The Board of Directors of the Bellevue School District No. 405, and Employee hereby agree to an employment relationship for the **<insert>** school year, upon the following terms and conditions; provided that this contract must be signed by the Employee and all copies returned to the office of the Superintendent of Schools not later than ten (10) days from the above date.

1. The Employee shall be employed in, and perform the duties of, the above-specified position and shall maintain valid certification for the position during the period of this agreement.
2. The Employee shall perform services and receive compensation for the number of contracted work days specified above. The Employee's specific days of work shall be those specified in the school calendar provisions of the collective bargaining agreement between the Employer and the Bellevue Education Association.
3. The salary shall be payable in equal monthly installments on the last business day of each month, beginning with the last business day of the month immediately following the effective date of employment service.
4. If the Employee is to perform duties for less than the normal school year or on a part-time basis, salary shall be proportionally prorated.
5. The wages, hours and other terms and conditions of employment shall be as provided in the collective bargaining contract between the Board of Directors of the Bellevue School District and the Bellevue Education Association for the current school year, which agreement when executed is hereby incorporated in this contract by reference as if fully set forth in this contract. Until said agreement, which may provide for retroactivity is reached, the Employee's wages, hours and other terms and conditions of employment will remain as in the collective bargaining agreement applicable to the preceding school year. No salary or benefit increments shall accrue to the Employee as a result of longevity or educational adjustments required by the agreement for the preceding year unless such increments are provided in the agreement for the current school year.
6. This contract and the employment relationship established by it are subject to provisions of law, including those state statutes governing discharge, adverse effects on contract status, but not renewal of the contract for the next ensuing term.
7. This contract is for a continuing contract, renewed for the next ensuing term unless the Employer complies with RCW 28A.405.210.
8. During the effective period of the employment contract, absent circumstances beyond the employee's control or an emergency, an employee will not be released from the obligation of the contract until the District determines a satisfactory replacement can be obtained. An employee who has signed and returned a contract for the ensuing school year shall be released from the obligation of the contract upon request under the following circumstances: Written notice of resignation is received in the Human Resources office on or before the last working day of June or written notice of resignation is received in the Human Resources office after the last working day of June and when the District determines a satisfactory replacement can be obtained.

_____
Secretary to the Board of Directors, Bellevue School District #405

Employee: _____

Date: _____

CERTIFICATED EMPLOYEE PROVISIONAL 1 CONTRACT

Employer: BELLEVUE SCHOOL DISTRICT #405 **Date: xxxxxxxx**
Employee: XXXXX **Employee ID: xxxxxx**
Position: EDUCATIONAL EMPLOYEE **School Year: <insert>**
Contract Length: Per Negotiated Agreement **Full Time Equivalency: xxxxx**
Contract Salary: Per Negotiated Agreement **Pay Placement: xxxxx**
SALARY SCHEDULE DEGREE PLACEMENT: xxxxx

The Board of Directors of the Bellevue School District No. 405, and Employee hereby agree to an employment relationship for the **<insert>** year, upon the following terms and conditions; provided that this contract must be signed by the Employee and all copies returned to the office of the Superintendent of Schools not later than ten (10) days from the above date.

1. The Employee shall be employed in, and perform the duties of, the above-specified position and shall maintain valid certification for the position during the period of this agreement.
2. The Employee shall perform services and receive compensation for the number of contracted work days specified above. The Employee's specific days of work shall be those specified in the school calendar provisions of the collective bargaining agreement between the Employer and the Bellevue Education Association.
3. The salary shall be payable in equal monthly installments on the last business day of each month, beginning with the last business day of the month immediately following the effective date of employment service.
4. If the Employee is to perform duties for less than the normal school year or on a part-time basis, salary shall be proportionally prorated.
5. The wages, hours and other terms and conditions of employment shall be as provided in the collective bargaining contract between the Board of Directors of the Bellevue School District and the Bellevue Education Association for the current school year, which agreement when executed is hereby incorporated in this contract by reference as if fully set forth in this contract. Until said agreement, which may provide for retroactivity is reached, the Employee's wages, hours and other terms and conditions of employment will remain as in the collective bargaining agreement applicable to the preceding school year. No salary or benefit increments shall accrue to the Employee as a result of longevity or educational adjustments required by the agreement for the preceding year unless such increments are provided in the agreement for the current school year.
6. This contract and the employment relationship established by it are subject to provisions of law, including those state statutes governing non-renewal, discharge, adverse effects on contract status and shall be consistent with and subject to RCW 28A.405.220.
7. During the effective period of the employment contract, absent circumstances beyond the employee's control or an emergency, an employee will not be released from the obligation of the contract until the District determines a satisfactory replacement can be obtained. An employee who has signed and returned a contract for the ensuing school year shall be released from the obligation of the contract upon request under the following circumstances: Written notice of resignation is received in the Human Resources office on or before the last working day of June or written notice of resignation is received in the Human Resources office after the last working day of June and when the District determines a satisfactory replacement can be obtained.

_____ **Employee:** _____
Secretary to the Board of Directors, Bellevue School District #405

Date: _____

CERTIFICATED EMPLOYEE PROVISIONAL 2 CONTRACT

Employer: BELLEVUE SCHOOL DISTRICT #405 **Date: xxxxxxxx**
Employee: XXXXX **Employee ID: xxxxxx**
Position: EDUCATIONAL EMPLOYEE **School Year: <insert>**
Contract Length: Per Negotiated Agreement **Full Time Equivalency: xxxxx**
Contract Salary: Per Negotiated Agreement **Pay Placement: xxxx**
SALARY SCHEDULE DEGREE PLACMENT: xxxxx

The Board of Directors of the Bellevue School District No. 405, and Employee hereby agree to an employment relationship for the **<insert>** school year, upon the following terms and conditions; provided that this contract must be signed by the Employee and all copies returned to the office of the Superintendent of Schools not later than ten (10) days from the above date.

1. The Employee shall be employed in, and perform the duties of, the above-specified position and shall maintain valid certification for the position during the period of this agreement.
2. The Employee shall perform services and receive compensation for the number of contracted work days specified above. The Employee's specific days of work shall be those specified in the school calendar provisions of the collective bargaining agreement between the Employer and the Bellevue Education Association.
3. The salary shall be payable in equal monthly installments on the last business day of each month, beginning with the last business day of the month immediately following the effective date of employment service.
4. If the Employee is to perform duties for less than the normal school year or on a part-time basis, salary shall be proportionally prorated.
5. The wages, hours and other terms and conditions of employment shall be as provided in the collective bargaining contract between the Board of Directors of the Bellevue School District and the Bellevue Education Association for the current school year, which agreement when executed is hereby incorporated in this contract by reference as if fully set forth in this contract. Until said agreement, which may provide for retroactivity is reached, the Employee's wages, hours and other terms and conditions of employment will remain as in the collective bargaining agreement applicable to the preceding school year. No salary or benefit increments shall accrue to the Employee as a result of longevity or educational adjustments required by the agreement for the preceding year unless such increments are provided in the agreement for the current school year.
6. This contract and the employment relationship established by it are subject to provisions of law, including those state statutes governing non-renewal, discharge, adverse effects on contract status and shall be consistent with and subject to RCW 28A.405.220.
7. During the effective period of the employment contract, absent circumstances beyond the employee's control or an emergency, an employee will not be released from the obligation of the contract until the District determines a satisfactory replacement can be obtained. An employee who has signed and returned a contract for the ensuing school year shall be released from the obligation of the contract upon request under the following circumstances: Written notice of resignation is received in the Human Resources office on or before the last working day of June, or written notice of resignation is received in the Human Resources office after the last working day of June and when the District determines a satisfactory replacement can be obtained.

_____ **Employee:** _____
Secretary to the Board of Directors, Bellevue School District #405

Date: _____

CERTIFICATED EMPLOYEE PROVISIONAL 3 CONTRACT

Employer: BELLEVUE SCHOOL DISTRICT #405 **Date: xxxxxxx**
Employee: XXXXX **Employee ID: xxxxxx**
Position: EDUCATIONAL EMPLOYEE **School Year: <insert>**
Contract Length: Per Negotiated Agreement **Full Time Equivalency: xxxxx**
Contract Salary: Per Negotiated Agreement **Pay Placement: xxxxx**
SALARY SCHEDULE DEGREE PLACMENT: xxxxx

The Board of Directors of the Bellevue School District No. 405, and Employee hereby agree to an employment relationship for the **<insert>** school year, upon the following terms and conditions; provided that this contract must be signed by the Employee and all copies returned to the office of the Superintendent of Schools not later than ten (10) days from the above date.

1. The Employee shall be employed in, and perform the duties of, the above-specified position and shall maintain valid certification for the position during the period of this agreement.
2. The Employee shall perform services and receive compensation for the number of contracted work days specified above. The Employee's specific days of work shall be those specified in the school calendar provisions of the collective bargaining agreement between the Employer and the Bellevue Education Association.
3. The salary shall be payable in equal monthly installments on the last business day of each month, beginning with the last business day of the month immediately following the effective date of employment service.
4. If the Employee is to perform duties for less than the normal school year or on a part-time basis, salary shall be proportionally prorated.
5. The wages, hours and other terms and conditions of employment shall be as provided in the collective bargaining contract between the Board of Directors of the Bellevue School District and the Bellevue Education Association for the current school year, which agreement when executed is hereby incorporated in this contract by reference as if fully set forth in this contract. Until said agreement, which may provide for retroactivity is reached, the Employee's wages, hours and other terms and conditions of employment will remain as in the collective bargaining agreement applicable to the preceding school year. No salary or benefit increments shall accrue to the Employee as a result of longevity or educational adjustments required by the agreement for the preceding year unless such increments are provided in the agreement for the current school year.
6. This contract and the employment relationship established by it are subject to provisions of law, including those state statutes governing non-renewal, discharge, adverse effects on contract status and shall be consistent with and subject to RCW 28A.405.220.
7. During the effective period of the employment contract, absent circumstances beyond the employee's control or an emergency, an employee will not be released from the obligation of the contract until the District determines a satisfactory replacement can be obtained. An employee who has signed and returned a contract for the ensuing school year shall be released from the obligation of the contract upon request under the following circumstances: Written notice of resignation is received in the Human Resources office on or before the last working day of June, or written notice of resignation is received in the Human Resources office after the last working day of June and when the District determines a satisfactory replacement can be obtained.

_____ **Employee:** _____
Secretary to the Board of Directors, Bellevue School District #405

Date: _____

CERTIFICATED NON-CONTINUING (REPLACEMENT) EMPLOYEE CONTRACT

Employer: BELLEVUE SCHOOL DISTRICT #405 **Date: xxxxxxxx**
Employee: XXXXX **Employee ID: xxxxxx**
Position: EDUCATIONAL EMPLOYEE **School Year: <insert>**
Contract Length: Per Negotiated Agreement **Full Time Equivalency: xxxxx**
Contract Salary: Per Negotiated Agreement **Pay Placement: xxxxx**
SALARY SCHEDULE DEGREE PLACEMENT: xxxxx

The Board of Directors of the Bellevue School District No. 405, and Employee hereby agree to an employment relationship for the **<insert>** school year, upon the following terms and conditions; provided that this contract must be signed by the Employee and all copies returned to the office of the Superintendent of Schools not later than ten (10) days from the above date.

1. The Employee shall be employed in, and perform the duties of, the above-specified position and shall maintain valid certification for the position during the period of this agreement.
2. The Employee shall perform services and receive compensation for the number of contracted work days specified above, provided that this number is a maximum and may be reduced in the event that the replaced certificated employee is qualified and desires to return to employment service prior to the close of the year for which this contract is drawn. The Employee's specific days of work shall otherwise be those specified in the school calendar provisions of the collective bargaining agreement between the Employer and the Bellevue Education Association.
3. The salary shall be payable in equal monthly installments on the last business day of each month, beginning with the last business day of the month immediately following the effective date of employment service.
4. If the Employee is to perform duties for less than the normal school year or on a part-time basis, salary shall be proportionally prorated.
5. The wages, hours and other terms and conditions of employment shall be as provided in the collective bargaining contract between the Board of Directors of the Bellevue School District and the Bellevue Education Association for the current school year, which agreement when executed is hereby incorporated in this contract by reference as if fully set forth in this contract. Until said agreement, which may provide for retroactivity is reached, the Employee's wages, hours and other terms and conditions of employment will remain as in the collective bargaining agreement applicable to the preceding school year. No salary or benefit increments shall accrue to the Employee as a result of longevity or educational adjustments required by the agreement for the preceding year unless such increments are provided in the agreement for the current school year.
6. This contract and the employment relationship established by it are subject to provisions of law, including those state statutes governing discharge, adverse effects on contract status, but not renewal of the contract for the next ensuing term.
9. This contract is for a maximum of one year only, as provided for in RCW 28A.405.900. The Employee herein is hired to replace a certificated employee who has been granted a leave of absence by the employer. This contract is not a continuing contract under either RCW 28A.405.210 or RCW 28A.405.220. During the effective period of the employment contract, absent circumstances beyond the employee's control or an emergency, an employee will not be released from the obligation of the contract until the District determines a satisfactory replacement can be obtained. An employee who has signed and returned this contract for the ensuing school year shall be released from the obligation of the contract upon request under the following circumstances: Written notice of resignation is received in the Human Resources office on or before the last working day of June or written notice of resignation is received in the Human Resources office after the last working day of June and when the District determines a satisfactory replacement can be obtained.

_____ **Employee:** _____
Secretary to the Board of Directors, Bellevue School District #405

Date: _____

BELLEVUE SCHOOL DISTRICT APPENDIX 1.5A
Bellevue, Washington

201X - 201X+1
SEPARATE CONTRACT FOR SUPPLEMENTAL WORK
Elementary Classroom, Elementary ELL Teachers, Elementary Librarians
and Elementary ITCLs

Employee: _____Date: _____

School: _____Employee Number: _____

Pursuant to and consistent with RCW 400.200 (4), the employee by execution of this SEPARATE CONTRACT shall receive supplemental compensation in accordance with the agreement between the District and BEA for the performance of services as stipulated below. Supplemental work for one hundred and forty (140) hours of pay shall be pursuant to Article 22, Section 8, Pay for Supplemental Work, of the collective bargaining agreement. *Staff with less than .40 FTE will receive a prorated amount based on FTE.*

A) Professional incentive pay equal to one hundred and thirty-six (136) hours at per diem, a graduated stipend at each step and lane of the salary schedule, and an added amount equal to a % increase to the base salary for each salary schedule cell as outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph A.

B) Sixty-four (64) hours of pay for additional Supplemental Work as outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph B, item 1.

C) Sixty-four (64) hours of pay for additional Supplemental Work related to the District's technology initiative, as outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph B, item 2.

D) Twelve (12) hours of pay for additional Supplemental Work as outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph C, item 1.

E) Submission of the completed SUPPLEMENTAL CONTRACT VERIFICATION FORM to his/her supervisor or building administrator by those dates identified on the respective SUPPLEMENTAL CONTRACT VERIFICATION FORM.

By execution of this contract, the employee agrees that the compensation identified herein is contingent on the employee fulfilling the services described above. Failure to complete any portion or all of the said services, including submittal of the SUPPLEMENTAL CONTRACT VERIFICATION FORM, shall result in forfeiture of compensation in direct relationship to the failure to provide service.

The compensation shall be payable in accordance with the provisions of ARTICLE 22 - BASIC SALARY SCHEDULE AND PAY, Section 8, Pay for Supplemental Work, as applicable to the 201X-1X+1 contract year.

This contract is for supplemental compensation for services identified herein, and is not part of the employee's basic employment contract.

Signed: _____
(Signature) Date

BELLEVUE SCHOOL DISTRICT APPENDIX 1.5B
Bellevue, Washington
201X - 201X+1
SEPARATE CONTRACT FOR SUPPLEMENTAL WORK
Elementary Resource and Centered Special Education Teachers

Employee: _____Date: _____

School: _____Employee Number: _____ FTE: _____

Pursuant to and consistent with RCW 400.200 (4), the employee by execution of this SEPARATE CONTRACT shall receive supplemental compensation in accordance with the agreement between the District and BEA for the performance of services as stipulated below. Supplemental work for one hundred and twenty-eight to one hundred and forty (140) hours of pay or more, dependent on E and F) below, shall be pursuant to Article 22, Section 8, Pay for Supplemental Work, of the collective bargaining agreement. *Staff with less than .40 FTE will receive a prorated amount based on FTE.*

A) Professional incentive pay equal to one hundred and thirty-six (136) hours at per diem, a graduated stipend at each step and lane of the salary schedule, and an added amount equal to a % increase to the base salary for each salary schedule cell as outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph A.

B) Sixty-four (64) hours of pay for additional Supplemental Work as outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph B, item 1.

C) Sixty-four (64) hours of pay for additional Supplemental Work related to the District's technology initiative as outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph B, item 2.

D) Twelve (12) hours of pay for additional Supplemental Work as outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph C, item 1.

E) All special education teachers shall receive eight (8) or sixteen (16) hours of pay related to completion of work related to their responsibilities required by federal and state statutes outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph C, item 2 (.1 - .5 FTE receives 8 hours and .6 - 1.0 FTE receives 16 hours).

F) All special education teachers shall receive twelve (12) or six (6) hours of pay completed during the three weeks BEFORE the start of school as outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph C, item 3 (6 hours if less than .5 FTE).

G) Submission of the completed SUPPLEMENTAL CONTRACT VERIFICATION FORM to his/her supervisor or building administrator by those dates identified on the respective SUPPLEMENTAL CONTRACT VERIFICATION FORM.

By execution of this contract, the employee agrees that the compensation identified herein is contingent on the employee fulfilling the services described above. Failure to complete any portion or all of the said services, including submittal of the SUPPLEMENTAL CONTRACT VERIFICATION FORM, shall result in forfeiture of compensation in direct relationship to the failure to provide service.

The compensation shall be payable in accordance with the provisions of ARTICLE 22 - BASIC SALARY SCHEDULE AND PAY, Section 8, Pay for Supplemental Work, as applicable to the 201X-1X+1 contract year.

This contract is for supplemental compensation for services identified herein, and is not part of the employee's basic employment contract.

Signed: _____
(Signature) Date

Return signed original to Human Resources and make a copy for Employee and Principal/Supervisor

BELLEVUE SCHOOL DISTRICT APPENDIX 1.5C
Bellevue, Washington

201X - 201X+1
SEPARATE CONTRACT FOR SUPPLEMENTAL WORK
Middle and High School Special Education Teachers, Secondary Counselors,
Occupational and Physical Therapists and Speech Language Pathologists

Employee: _____Date: _____

School: _____Employee Number: _____ FTE: ____

Pursuant to and consistent with RCW 400.200 (4), the employee by execution of this SEPARATE CONTRACT shall receive supplemental compensation in accordance with the agreement between the District and BEA for the performance of services as stipulated below. Supplemental work for one hundred and twenty eight (128) hours of pay or more, dependent on D and E) below, shall be pursuant to Article 22, Section 8, Pay for Supplemental Work, of the collective bargaining agreement. *Staff with less than .40 FTE will receive a prorated amount based on FTE*

A) Professional incentive pay equal to one hundred and thirty-six (136) hours at per diem, a graduated stipend at each step and lane of the salary schedule, and an added amount equal to a % increase to the base salary for each salary schedule cell as outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph A.

B) Sixty-four (64) of pay for additional Supplemental Work as outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph B, item 1.

C) Sixty-four (64) hours of pay, eight (8) hours for additional Supplemental Work related to the District's technology initiative as outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph B, item 2.

D) Eight (8) or sixteen (16) hours of pay related to completion of work related to professional responsibilities required by federal or state statutes outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph C, item 2 (.1 - .5 FTE receives 8 hours and .6 - 1.0 FTE receives 16 hours).

E) Special Education teachers shall receive twelve (12) or six (6) hours of pay, and Secondary Counselors shall receive sixteen (16) or eight (8) hours of work related to the completion of activities during the three weeks BEFORE the start of school, as outlined in Article 22, Section 8, Pay for Supplemental Work, paragraph C, item 3.

F) Submission of the completed SUPPLEMENTAL CONTRACT VERIFICATION FORM to his/her supervisor or building administrator by those dates identified on the respective SUPPLEMENTAL CONTRACT VERIFICATION FORM.

By execution of this contract, the employee agrees that the compensation identified herein is contingent on the employee fulfilling the services described above. Failure to complete any portion or all of the said services, including submittal of the SUPPLEMENTAL CONTRACT VERIFICATION FORM, shall result in forfeiture of compensation in direct relationship to the failure to provide service.

The compensation shall be payable in accordance with the provisions of ARTICLE 22 - BASIC SALARY SCHEDULE AND PAY, Section 8, Pay for Supplemental Work, as applicable to the 201X-1X+1 contract year.

This contract is for supplemental compensation for services identified herein, and is not part of the employee's basic employment contract.

Signed: _____
(Signature) Date

Return signed original to Human Resources and make a copy for Employee and Principal/Supervisor

BELLEVUE SCHOOL DISTRICT APPENDIX 1.5D
Bellevue, Washington

201X – 201X+1
SEPARATE CONTRACT FOR SUPPLEMENTAL WORK
Middle and High School Teachers and Librarians, ITCLs, ITSs, Instructional Mentors, ITCDs, Audiologists, Elementary Counselors and Elementary Specialists

Employee: _____ Date: _____

School: _____ Employee Number: _____

Pursuant to and consistent with RCW 400.200 (4), the employee by execution of this SEPARATE CONTRACT shall receive supplemental compensation in accordance with the agreement between the District and BEA for the performance of services as stipulated below. Supplemental work for one hundred and twenty-eight (128) hours of pay or more, dependent on D below, shall be pursuant to Article 22, Section 8, Pay for Supplemental Work, of the collective bargaining agreement. *Staff with less than.40 FTE will receive a prorated amount based on FTE.*
In accordance with D) below, the total hours of pay for Elementary Counselors will be increased by four or eight hours, depending on their FTE.

A) Professional incentive pay equal to one hundred and thirty-six (136) hours at per diem, a graduated stipend at each step and lane of the salary schedule, and an added amount equal to a % increase to the base salary for each salary schedule cell as outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph A.

B) Sixty-four (64) hours of pay for additional Supplemental Work as outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph B, item 1.

C) Sixty-four (64) hours of pay, for additional Supplemental Work related to the District's technology initiative as outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph B, item 2.

D) Elementary Counselors shall receive four (4) or eight (8) hours of pay related to completion of responsibilities outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph C, item 4 (.10 - .40 FTE receives 4 hours and .50 - 1.0 FTE receives 8 hours).

E) Submission of the completed SUPPLEMENTAL CONTRACT VERIFICATION FORM to his/her supervisor or building administrator by those dates identified on the respective SUPPLEMENTAL CONTRACT VERIFICATION FORM.

By execution of this contract, the employee agrees that the compensation identified herein is contingent on the employee fulfilling the services described above. Failure to complete any portion or all of the said services, including submittal of the SUPPLEMENTAL CONTRACT VERIFICATION FORM, shall result in forfeiture of compensation in direct relationship to the failure to provide service.

The compensation shall be payable in accordance with the provisions of ARTICLE 22 - BASIC SALARY SCHEDULE AND PAY, Section 8, Pay for Supplemental Work, as applicable to the 201X-1X+1 contract year.

This contract is for supplemental compensation for services identified herein, and is not part of the employee's basic employment contract.

Signed: _____
(Signature) Date

Return signed original to Human Resources and make a copy for Employee and Principal/Supervisor

BELLEVUE SCHOOL DISTRICT APPENDIX 1.5E
Bellevue, Washington

201X - 201X+1
SEPARATE CONTRACT FOR SUPPLEMENTAL WORK - Nurses

Employee: _____Date: _____

School: _____Employee Number: _____ FTE: ____

Pursuant to and consistent with RCW 400.200 (4), the employee by execution of this SEPARATE CONTRACT shall receive supplemental compensation in accordance with the agreement between the District and BEA for the performance of services as stipulated below. Supplemental work for one hundred and twenty eight (128) hours of pay or more, dependent on D and E) below, shall be pursuant to Article 22, Section 8, Pay for Supplemental Work, of the collective bargaining agreement. *Staff with less than .40 FTE will receive a prorated amount based on FTE.*

A. Professional incentive pay equal to one hundred and thirty-six (136) hours at per diem, a graduated stipend at each step and lane of the salary schedule, and an added amount equal to a % increase to the base salary for each salary schedule cell as outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph A.

B. Sixty-four (64) of pay for additional Supplemental Work as outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph B, item 1.

C. Sixty-four (64) hours of pay for additional Supplemental Work related to the District's technology initiative as outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph B, item 2.

D. Sixteen (16) hours or eight (8) hours of pay related to completion of work related to professional responsibilities required by federal and state statutes as outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph C, item 2 (less than .5 FTE receives 8 hours)

E. Pay for work related to the completion of activities during the three weeks BEFORE the start of school, as outlined in Article 22, Section 8, Pay for Supplemental Work, paragraph C, item 3

   a. Twenty-four (24) hours or twelve (12) hours (if .5 FTE or less).
   b. Nurses assigned to a functional life skills program Sixteen (16) or eight (8) hours of pay (if .5 FTE or less).
   c. Up to five (5) hours of pay to Nurses who provide training for para-educators who support medically fragile students.

F. Submission of the completed SUPPLEMENTAL CONTRACT VERIFICATION FORM to his/her supervisor or building administrator by those dates identified on the respective SUPPLEMENTAL CONTRACT VERIFICATION FORM.

By execution of this contract, the employee agrees that the compensation identified herein is contingent on the employee fulfilling the services described above. Failure to complete any portion or all of the said services, including submittal of the SUPPLEMENTAL CONTRACT VERIFICATION FORM, shall result in forfeiture of compensation in direct relationship to the failure to provide service.

The compensation shall be payable in accordance with the provisions of ARTICLE 22 - BASIC SALARY SCHEDULE AND PAY, Section 8, Pay for Supplemental Work, as applicable to the 201X-1X+1 contract year.

This contract is for supplemental compensation for services identified herein, and is not part of the employee's basic employment contract.

SIGNED: _____
(Signature) Date

Return signed original to Human Resources and make a copy for Employee and Principal/Supervisor

BELLEVUE SCHOOL DISTRICT APPENDIX 1.5F
Bellevue, Washington

201X – 201X+1
SEPARATE CONTRACT FOR SUPPLEMENTAL WORK
Behavior Specialists, Social Workers, Inclusion Specialists, Assistive Technology and Program Coordinators, Psychologists

Employee: _____Date: _____

School: _____Employee Number: _____ FTE: ____

Pursuant to and consistent with RCW 400.200 (4), the employee by execution of this SEPARATE CONTRACT shall receive supplemental compensation in accordance with the agreement between the District and BEA for the performance of services as stipulated below. Supplemental work for one hundred and twenty-eight (128) hours of pay or more, dependent on D and E) below, shall be pursuant to Article 22, Section 8, Pay for Supplemental Work, of the collective bargaining agreement. *Staff with less than .40 FTE will receive a prorated amount based on FTE*

A. Professional incentive pay equal to one hundred and thirty-six (136) hours at per diem, a graduated stipend at each step and lane of the salary schedule, and an added amount equal to a % increase to the base salary for each salary schedule cell as outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph A.

B. Sixty-four (64) of pay for additional Supplemental Work as outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph B, item 1.

C. Sixty-four (64) hours of pay, eight (8) hours for additional Supplemental Work related to the District's technology initiative as outlined in ARTICLE 22, Section 8, Pay for Supplemental Work, paragraph B, item 2.

D. Twelve (12) or six (6) hours of pay for work related to the completion of activities during the three weeks BEFORE the start of school, as outlined in Article 22, Section 8, Pay for Supplemental Work, paragraph C, item 3.

E. Submission of the completed SUPPLEMENTAL CONTRACT VERIFICATION FORM to his/her supervisor or building administrator by those dates identified on the respective SUPPLEMENTAL CONTRACT VERIFICATION FORM.

By execution of this contract, the employee agrees that the compensation identified herein is contingent on the employee fulfilling the services described above. Failure to complete any portion or all of the said services, including submittal of the SUPPLEMENTAL CONTRACT VERIFICATION FORM, shall result in forfeiture of compensation in direct relationship to the failure to provide service.

The compensation shall be payable in accordance with the provisions of ARTICLE 22 - BASIC SALARY SCHEDULE AND PAY, Section 8, Pay for Supplemental Work, as applicable to the 201X-1X+1 contract year.

This contract is for supplemental compensation for services identified herein, and is not part of the employee's basic employment contract.

Signed: _____
(Signature) Date

Return signed original to Human Resources and make a copy for Employee and Principal/Supervisor

BELLEVUE SCHOOL DISTRICT
201X - 201X+1 SUPPLEMENTAL CONTRACT VERIFICATION FORM
Elementary Classroom and Elementary ELL Teachers, Elementary Librarians and Elementary ITCLs

Employee: _____ Date: _____

Submit form to Principal/Supervisor

School: _____ **by May 15, 201X+1**

This completed form shall be submitted to the employee's principal/supervisor by an employee who has executed a SEPARATE CONTRACT FOR SUPPLEMENTAL WORK. The employee shall submit this form to his/her principal/supervisor no later than May 15, 201X+1. Although the form is due May 15, 201X+1, hours may be worked up to August 31, 201X+1. Please list these projected hours, if any, as well as all hours completed before May 15, 201X+1. To ensure compensation for supplemental hours as described in the SEPARATE CONTRACT FOR SUPPLEMENTAL WORK executed by the employee and in ARTICLE 22, Section 8, of the collective bargaining agreement between the District and BEA, the employee must submit the completed form.

Identify the activities the employee completed as described on the SEPARATE CONTRACT FOR SUPPLEMENTAL WORK. *Staff with less than .40 FTE will receive a prorated amount based on FTE.*

1. Sixty-four (64) hours of pay for the following (indicate total hours worked in W column, total hours projected to be worked in P column in your category):

W	P	Elementary Classroom, ITCL, ELL Teachers and Elementary Librarians	W	P
		• Parent/guardian targeted conferences, both formal and informal.	Library management responsibilities	
		• Professional development, including district-sponsored workshops, technology training, building level or externally sponsored workshops or classes. • Participation in curriculum development, review and/or revision. • Activities related to National Board or Professional Certification or discipline specific professional certification. • Paperwork and meetings related to IDEA, IEPs, MDT meetings, health screenings, student academic tracking or other professional responsibilities required by state or federal statutes. • Working together in grade-level, discipline or building-level teams to analyze assessment data to use in improving instruction.		

2. Sixty-four (64) hours of pay related to the technology initiative.

   _____ Total hours worked _____ Total hours projected to be worked

3. Twelve (12) hours of pay for district-sponsored curriculum workshops, including school/department based technology training.
   ___ Total hours worked ____ Total hours projected to be worked

I verify that I have fulfilled or will fulfill the conditions of the Supplemental Work contract which recognizes additional time and responsibilities performed beyond the contracted basic work year and work day, all in accordance with the collective bargaining agreement between the Bellevue School District and the Bellevue Education Association.

I hereby certify that the hours identified above have been or will be completed (sign below):

Employee: _____ Date: _____

Signature

Principal/Supervisor: _____ Date: _____

Signature to acknowledge receipt of form

BELLEVUE SCHOOL DISTRICT
201X - 201X+1 SUPPLEMENTAL CONTRACT VERIFICATION FORM
Elementary Resource and Centered Special Education Teachers

Employee: _____ Date: _____

Submit form to Principal/Supervisor

School: _____ **by May 15, 201X+1**

This completed form shall be submitted to the employee's principal/supervisor by an employee who has executed a SEPARATE CONTRACT FOR SUPPLEMENTAL WORK. The employee shall submit this form to his/her principal/supervisor no later than May 15, 201X+1. Although the form is due May 15, 201X+1, hours may be worked up to August 31, 201X+1. Please list these projected hours, if any, as well as all hours completed before May 15, 201X+1. To ensure compensation for supplemental hours as described in the SEPARATE CONTRACT FOR SUPPLEMENTAL WORK executed by the employee and in ARTICLE 22, Section 8, of the collective bargaining agreement between the District and BEA, the employee must submit the completed form.

Identify the activities the employee completed as described on the SEPARATE CONTRACT FOR SUPPLEMENTAL WORK. *Staff with less than .40 FTE will receive a prorated amount based on FTE.*

1. Sixty-four 64) hours of pay for the following (indicate total hours worked in W column, total hours projected to be worked in P column):

W	P	
		• Parent/guardian targeted conferences, both formal & informal • Professional development, including district- sponsored workshops, technology training, building-level or externally sponsored workshops/classes. • Participation in curriculum development, review and/or revision. • Activities related to National Board or Professional Certification, or discipline-specific professional certification • Paperwork and meetings related to IDEA, IEPs, MDT meetings, health screenings, student academic tracking or other professional responsibilities required by state or federal statutes. • Working together in grade-level, discipline or building-level teams to analyze assessment data to use in improving instruction.

2. Sixty-four (64) hours of pay related to the technology initiative.
   _____ Total hours worked _____ Total hours projected to be worked

3. Twelve (12) hours of pay for district-sponsored curriculum workshops, including school/department based technology training.
   _____ Total hours worked _____ Total hours projected to be worked

4. Sixteen (16) hours for work related to their professional responsibilities required by federal and state statutes (if .5 FTE or less, eight (8) hours).
   _____ Total hours worked _____ Total hours projected to be worked

5. Additional twelve (12) hours of pay, six (6) hours if less than .50 FTE, for activities during the three weeks BEFORE the start of the school year. _____ Total hours worked

I verify that I have fulfilled or will fulfill the conditions of the Supplemental Work contract which recognizes additional time and responsibilities performed beyond the contracted basic work year and work day, all in accordance with the collective bargaining agreement between the Bellevue School District and the Bellevue Education Association.

I hereby certify that the hours identified above have been or will be completed (sign below)

Employee: _____ Date: _____
Signature

Principal/Supervisor: _____ Date: _____
Signature to acknowledge receipt of form

BELLEVUE SCHOOL DISTRICT
201X – 201X+1 SUPPLEMENTAL CONTRACT VERIFICATION FORM
Middle and High School Special Education Teachers, Secondary Counselors, OT/PTs and SLPs

Employee: _____ Date: _____

School: _____ **Submit form to Principal/Supervisor by May 15, 201X+1**

This completed form shall be submitted to the employee's principal/supervisor by an employee who has executed a SEPARATE CONTRACT FOR SUPPLEMENTAL WORK. The employee shall submit this form to his/her principal/supervisor no later than May 15, 201X+1. Although the form is due May 15, 201X+1, hours may be worked up to August 31, 201X+1. Please list these projected hours, if any, as well as all hours completed before May 15, 201X+1. To ensure compensation for supplemental hours as described in the SEPARATE CONTRACT FOR SUPPLEMENTAL WORK executed by the employee and in ARTICLE 22, Section 8, of the collective bargaining agreement between the District and BEA, the employee must submit the completed form.

Identify the activities the employee completed as described on the SEPARATE CONTRACT FOR SUPPLEMENTAL WORK:
Staff with less than .40 FTE will receive a prorated amount based on FTE.

1. Sixty-four (64) hours of pay for the following (indicate total hours worked in W column, total hours projected to be worked in P column):

W	P	
		• Parent/guardian targeted conferences, both formal & informal. • Professional development, including district-sponsored workshops, technology training, building level or externally sponsored workshops/classes. • Participation in curriculum development, review and/or revision. • Activities related to National Board or Professional Certification or discipline-specific professional certification. • Paperwork and meetings related to IDEA, IEPs, MDT meetings, health screenings, student academic tracking or other professional responsibilities required by state or federal statutes. • Working together in grade-level, discipline or building-level teams to analyze assessment data to use in improving instruction.

2. Sixty-four (64) hours of pay related to the technology initiative
   _____ Total hours worked _____ Total hours projected to be worked

3. Sixteen (16) hours of pay for work related to professional responsibilities required by federal and state statutes (if .5 FTE or less, eight (8) hours).
   _____ Total hours worked _____ Total hours projected to be worked

4. Additional Hours of pay for the activities during the three weeks BEFORE the start of the school year:
   Twelve (12) Hours for Special Ed. Teachers — Six (6) Hrs. if less than .50 FTE
   _____ Total hours worked
   Sixteen (16) Hours for Secondary Counselors — Eight (8) Hrs. if less than .50 FTE
   _____ Total hours worked

I verify that I have fulfilled or will fulfill the conditions of the Supplemental Work contract which recognizes additional time and responsibilities performed beyond the contracted basic work year and work day, all in accordance with the collective bargaining agreement between the Bellevue School District and the Bellevue Education Association.

I hereby certify that the hours identified above have been or will be completed (sign below):

Employee: _____ Date: _____
Signature

Principal/Supervisor: _____ Date: _____
Signature to acknowledge receipt of form

BELLEVUE SCHOOL DISTRICT
201X - 201X+1 SUPPLEMENTAL CONTRACT VERIFICATION FORM
Middle and High School Teachers/Librarians, ITCLs, ITSs, Psychologists, Instructional Mentors, ITCDs, Audiologists, Elementary Counselors/Psychologists, and Elementary Specialists

Employee: _____ Date: _____

Submit form to Principal/Supervisor

School: _____ **by May 15, 201X+1**

This completed form shall be submitted to the employee's principal/supervisor by an employee who has executed a SEPARATE CONTRACT FOR SUPPLEMENTAL WORK. The employee shall submit this form to his/her principal/supervisor no later than May 15, 201X+1. Although the form is due May 15, 201X+1, hours may be worked up to August 31, 201X+1. Please list these projected hours, if any, as well as all hours completed before May 15, 201X+1. To ensure compensation for supplemental hours as described in the SEPARATE CONTRACT FOR SUPPLEMENTAL WORK executed by the employee and in ARTICLE 22, Section 8, of the collective bargaining agreement between the District and BEA, the employee must submit the completed form.

Identify the activities the employee completed as described on the SEPARATE CONTRACT FOR SUPPLEMENTAL WORK. *Staff with less than .40 FTE will receive a prorated amount based on FTE.*

1. Sixty-four 64) hours for the following (indicate total hours worked in W column, total hours projected to be worked in P column in your category).

W	P	Middle School Teachers
		• Parent/guardian targeted conferences, both formal and informal, format determined by staff in the fall.

MS & HS Librarians	W	P
• Library management responsibilities		

W	P	Middle School and High School Teachers, Middle School and High School Librarians, Elementary Counselors & Psychologists, Elementary Specialists, Psychologists
		• Professional development, including district-sponsored workshops, technology training, building level externally sponsored workshops/classes. • Participation in curriculum development, review and/or revision. • Activities related to National Board or Professional Certification, or discipline-specific professional certification. • Paperwork and meetings related to IDEA, IEPs, MDT meetings, health screenings, student academic tracking or other professional responsibilities required by state or federal statutes. • Working together in grade-level, discipline or building-level teams to analyze assessment data to use in improving instruction.

2. Sixty-four (64) hours of pay related to the technology initiative.

_____ Total hours worked _____ Total hours projected to be worked

3. For Elementary Counselors, eight (8) hours of pay (if .4 FTE or less, four (4) hours) for work related to professional responsibilities required by state statutes

_____ Total hours worked _____ Total hours projected to be worked

I verify that I have fulfilled or will fulfill the conditions of the Supplemental Work contract which recognizes additional time and responsibilities performed beyond the contracted basic work year and work day, all in accordance with the collective bargaining agreement between the Bellevue School District and the Bellevue Education Association.

I hereby certify that the hours identified above have been or will be completed (sign below):

Employee: _____ Date: _____

Signature

Principal/Supervisor: _____ Date: _____

Signature to acknowledge receipt of form

BELLEVUE SCHOOL DISTRICT
201X – 201X+1 SUPPLEMENTAL CONTRACT VERIFICATION FORM
Nurses

Employee: _____ Date: _____

Submit form to Principal/Supervisor by May 15, 201X+1

School: _____

This completed form shall be submitted to the employee's principal/supervisor by an employee who has executed a SEPARATE CONTRACT FOR SUPPLEMENTAL WORK. The employee shall submit this form to his/her principal/supervisor no later than May 15, 201X+1. Although the form is due May 15, 201X+1, hours may be worked up to August 31, 201X+1. Please list these projected hours, if any, as well as all hours completed before May 15, 201X+1. To ensure compensation for supplemental hours as described in the SEPARATE CONTRACT FOR SUPPLEMENTAL WORK executed by the employee and in ARTICLE 22, Section 8, of the collective bargaining agreement between the District and BEA, the employee must submit the completed form.

Identify the activities the employee completed as described on the SEPARATE CONTRACT FOR SUPPLEMENTAL WORK:
Staff with less than .40 FTE will receive a prorated amount based on FTE.

1. Sixty-four (64) hours of pay for the following (indicate total hours worked in W column, total hours projected to be worked in P column):

W	P	
		• Parent/guardian targeted conferences, both formal & informal. • Professional development, including district-sponsored workshops, technology training, building level or externally sponsored workshops/classes. • Participation in curriculum development, review and/or revision. • Activities related to National Board or Professional Certification or discipline-specific professional certification. • Paperwork and meetings related to IDEA, IEPs, MDT meetings, health screenings, student academic tracking or other professional responsibilities required by state or federal statutes. • Working together in grade-level, discipline or building-level teams to analyze assessment data to use in improving instruction.

2. Sixty-four (64) hours of pay related to the technology initiative
   _____ Total hours worked _____ Total hours projected to be worked

3. Sixteen (16) hours of pay for work related to professional responsibilities required by federal and state statutes (eight (8) hours if less than .5 FTE).
   _____ Total hours worked _____ Total hours projected to be worked

4. Additional Hours of pay for the activities during the three weeks BEFORE the start of the school year:
   Twenty-four (24) Hours
   Twelve (12) Hours if .50 FTE or less
   _____ Total hours worked

   For Nurses assigned to a Functional Life Skills Program
   Sixteen (16) Hours
   Eight (8) Hours if .50 FTE or less ____ Total hours worked

   Up to five (5) hours to Nurses providing training for Special Education Para-educators who support medically fragile students
   _____ Total hours worked

<u>I verify that I have fulfilled or will fulfill the conditions of the Supplemental Work contract which recognizes additional time and responsibilities performed beyond the contracted basic work year and work day, all in accordance with the collective bargaining agreement between the Bellevue School District and the Bellevue Education Association.</u>

<u>I hereby certify that the hours identified above have been or will be completed (sign below):</u>

Employee: _____ Date: _____
Signature

Principal/Supervisor: _____ Date: _____
Signature to acknowledge receipt of form

BELLEVUE SCHOOL DISTRICT
201X - 201X+1 SUPPLEMENTAL CONTRACT VERIFICATION FORM
Behavior Specialists, Social Workers, Inclusion Specialists, Assistive Technology, and Program Coordinators

Employee: _____ Date: _____

School: _____ **Submit form to Principal/Supervisor by May 15, 201X+1**

This completed form shall be submitted to the employee's principal/supervisor by an employee who has executed a SEPARATE CONTRACT FOR SUPPLEMENTAL WORK. The employee shall submit this form to his/her principal/supervisor no later than May 15, 201X+1. Although the form is due May 15, 201X+1, hours may be worked up to August 31, 201X+1. Please list these projected hours, if any, as well as all hours completed before May 15, 201X+1. To ensure compensation for supplemental hours as described in the SEPARATE CONTRACT FOR SUPPLEMENTAL WORK executed by the employee and in ARTICLE 22, Section 8, of the collective bargaining agreement between the District and BEA, the employee must submit the completed form.

Identify the activities the employee completed as described on the SEPARATE CONTRACT FOR SUPPLEMENTAL WORK:
Staff with less than .40 FTE will receive a prorated amount based on FTE.

1. Sixty-four (64) hours of pay for the following (indicate total hours worked in W column, total hours projected to be worked in P column):

W	P	
		• Parent/guardian targeted conferences, both formal & informal. • Professional development, including district-sponsored workshops, technology training, building level or externally sponsored workshops/classes. • Participation in curriculum development, review and/or revision. • Activities related to National Board or Professional Certification or discipline-specific professional certification. • Paperwork and meetings related to IDEA, IEPs, MDT meetings, health screenings, student academic tracking or other professional responsibilities required by state or federal statutes. • Working together in grade-level, discipline or building-level teams to analyze assessment data to use in improving instruction.

2. Sixty-four (64) hours of pay related to the technology initiative
   _____ Total hours worked _____ Total hours projected to be worked

3. Additional Hours of pay for the activities during the three weeks BEFORE the start of the school year:
   Twelve (12) Hours
   Six (6) Hours if less than .50 FTE
   _____ Total hours worked

I verify that I have fulfilled or will fulfill the conditions of the Supplemental Work contract which recognizes additional time and responsibilities performed beyond the contracted basic work year and work day, all in accordance with the collective bargaining agreement between the Bellevue School District and the Bellevue Education Association.

I hereby certify that the hours identified above have been or will be completed (sign below):

Employee: _____ Date: _____
Signature

Principal/Supervisor: _____ Date: _____
Signature to acknowledge receipt of form

Documentation Worksheet
Supplemental Hours 201X – X+1

(Employees with an assignment of less than .40 FTE will receive a prorated amount based on FTE, and employees hired after the end of the first semester will receive 44 hours for work performed for #1 and 64 hours for #2.)

1. 64 hours consistent with Article 22, Section 8, B) 1, Supplemental Work Days: DATES /HRS	**The 64 hours are to be used differently by various identified groups. Please see the collective bargaining agreement for appropriate uses of the hours:** **Record Activity**
2. 64 hours for work related to Technology Initiative - Article 22, Section 8, B) 2 DATES /HRS	**Technology training and individual application and implementation of District provided technology equipment, software and web-based curriculum and assessment resources.** **Participation in the development of technology-related resources for the improvement of instruction.** **Record Activity / Training**

C) 1. Elementary classroom teachers, librarians, resource room, centered Special Ed., ELL **DATES /HRS**	**District-sponsored curriculum workshops, including school/department based technology training** **Record Activity / Training**
C) 2. SpEd teachers, OTs/PTs, SLPs, Secondary Counselors, Nurses **DATES /HRS**	**Work related to professional responsibilities required by federal & state statutes** **Record Activity / Training**
C) 3. SpEd teachers, Behavior Spec., Social Workers, Inclusion Spec., SpEd Assistive Tech. & Program Coord., Nurses **DATES /HRS**	**Refer to Article 22, Section 8 C 3 for number of hours available to be worked and activities.** **Some work hours are for activities the three weeks prior to the start of the school year.** **Record Activity / Training**

For State auditing purposes, please retain the form for two years.

BELLEVUE SCHOOL DISTRICT
HUMAN RESOURCES DEPARTMENT

CERTIFICATED CANDIDATE RECOMMENDATION / REFERENCE FORM

Instructions: Make a check mark in the box that you believe best evaluates the candidate for each factor to be rated. Each factor is to be rated independently. More complete definitions of each factor listed on reverse
Please return this form to candidate.

CANDIDATE'S NAME:_____

POSITION APPLIED FOR:_____

NAME/POSITION OF REFERENCE: _____

1. FLEXIBILITY Comments:

Unacceptable ☐ Satisfactory ☐ Above Average ☐ Outstanding ☐

NOTE: Includes adaption, learning new concepts, cooperation, democratic approach.

2. COMMITMENT TO ACCOMPLISHMENT Comments:

Unacceptable ☐ Satisfactory ☐ Above Average ☐ Outstanding ☐

NOTE: Includes goal and mission orientation, organization, self-motivation, evidence of success, attendance, punctuality, thoroughness, prioritization.

3. ENTHUSIASM Comments:

Unacceptable ☐ Satisfactory ☐ Above Average ☐ Outstanding ☐

NOTE: Includes optimism and zeal, promotes involvement of others.

4. COMMUNICATION SKILLS Comments:

Unacceptable ☐ Satisfactory ☐ Above Average ☐ Outstanding ☐

NOTE: Includes clarity of expression, listening, non-defensive, comprehending and following directions.

5. CONCEPTUAL AND TECHNICAL SKILLS Comments:

Unacceptable ☐ Satisfactory ☐ Above Average ☐ Outstanding ☐

NOTE: Includes learning new ideas and skills to solve job-related problems, adaptability, classroom and behavior management.

6. PROFESSIONAL ORIENTATION Comments:

Unacceptable ☐ Satisfactory ☐ Above Average ☐ Outstanding ☐

NOTE: Includes current working knowledge of position, working as a team member, openness.

7. MODELING APPROPRIATE BEHAVIOR Comments:

Unacceptable ☐ Satisfactory ☐ Above Average ☐ Outstanding ☐

NOTE: Includes confidence in own abilities, sense of humor, appreciation of diversity, variety of problem-solving techniques.

8. RELATING TO STUDENTS/STAFF Comments:

Unacceptable ☐ Satisfactory ☐ Above Average ☐ Outstanding ☐

NOTE: Includes liking, motivating and having favorable relationships with students/staff, empathy, belief in students, high expectations, and promoting student self-confidence.

9. RELATING TO PARENTS AND COMMUNITY Comments:

Unacceptable ☐ Satisfactory ☐ Above Average ☐ Outstanding ☐

NOTE: Includes involving parents in classroom and school-community partnerships.

_____ _____
Signature and Position of Person Completing Form Date

Bellevue School District
Bellevue, WA

Environmental Issues

In order to seek formal resolution of an environmental concern, the employee should check the appropriate environmental factor (one per form) in the list below and provide an explanation of the concern. Space is provided for a proposed solution(s), if identified.

FACTOR			
1. Stated objectives for unit (building, department, etc.)		8. Availability & suitability of materials & equipment.	
2. Content & organization of curriculum.		9. Physical facilities	
3. Provisions for staff development.		10. Provision for planning time.	
Support from supervisors.		11. Special services and programs.	
Staffing ratio.		12. Staff morale.	
Decision-making process.		13. Community support.	
Assignment expectations.		14. Other	

Explanation of concern:

Proposed solution(s):

Employee _____ **Date** _____

Administrator Response:

Administrator _____**Date** _____

(2/97)

BELLEVUE SCHOOL DISTRICT (BSD)
SUMBISSION OF COLLEGE CREDITS and WASHINGTON STATE CLOCK HOURS EARNED OUTSIDE BSD FOR SALARY INCREMENTS

RETURN TO HUMAN RESOURCES/ESC

Print Name _____ **Location** _____

Current Assignment _____

Recognition Criteria

Credits earned after September 1, 1995, must meet criteria established by the Legislature (RCW 28A.415.023) before they can be used for placement on LEAP salary allocation documents. At the time credits are recognized by the school district, the content of the course must meet at least one of the following:

(1) Is consistent with a school-based plan for mastery of student learning goals as referenced in RCW 28A.655.110, the annual school performance report, for the school in which the individual is assigned;
(2) Pertains to the individual's current assignment or expected assignment for the subsequent school year;
(3) Is necessary to obtain an endorsement as prescribed by the Washington professional educator standards board;
(4) Is specifically required to obtain advanced levels of certification;
(5) Is included in a college or university degree program that pertains to the individual's current assignment, or potential future assignment, as a certified instructional staff;
(6) Addresses research-based assessment and instructional strategies for students with dyslexia, dysgraphia, and language disabilities when addressing learning goal one under RCW 28A.150.210, as applicable and appropriate for individual certificated instructional staff; or
(7) Pertains to the revised teacher evaluation system under RCW 28A.405.100, including the professional development training provided in RCW 28A.405.106.

Date	Institution/Provider*	Course Number/Title	Recognition Criteria # (must be noted per course)	Total # of Credits /Clock Hours
				Quarter _____ Semester _____ Clock Hours _____

*Must be an accredited College, University (WAC 180-78-010 or approved State of Washington clock hour provider (WAC 180-35-0830)

I certify this is true and correct to the best of my knowledge. I also understand that it is a violation of the Professional Code of Conduct, which could result in loss of certification, to misrepresent or falsify information contained herein.

Employee Signature: _____Date: _____

Approving Supervisor's Signature: _____Date: _____

11/2015

BELLEVUE SCHOOL DISTRICT

SALARY ADVANCEMENT REQUEST

September Salary Advancement: If you have all paperwork (transcripts and approval forms) in prior to 9/15, you will be able to have your adjustment done for the first paycheck of September! This will limit the number of adjustments in October and November. I need to have this advancement request in Human Resources on or before August 31.

October and November Advancement: To apply for salary advancement, submit this request and completed blue approval forms to Sue Colville in Human Resources prior to 9/30. (All MA degree programs must also be approved by your principal/supervisor.) **Classes must be complete by September 30** and official transcripts must be in by October 10 for adjustment on the pay warrant in October. Last chance for salary advancement will be the pay warrant in November if official transcripts are in by November 10. **All adjustments will be retroactive to the first day of your contract.**

Date: _____

Name: _____ Location: _____

Advancement is requested on the Certificated Salary Schedule to the level indicated below:

Circle One:	BA+15	BA+30	BA+45
	BA+90	MA	MA+45
	Doctorate		

Please be aware that Bellevue is now using state experience criteria when placement is given at the MA+45 level. In other words, you may not be moving straight across or down. Please ask Claudia Randle if in doubt about the experience we report to the state. (NOTE: Instructional Assistant experience given when hired is not considered as state reported experience.) Please check the reverse side of the current Bellevue Salary Schedule for rules used in salary advancement for existing staff.

Signature: _____

FOR HR USE ONLY:

Current Level:	_____	Hire Date:	_____
New Level:	_____	FTE:	_____
District Credits:	_____	S-275 Credits:	_____
District Experience:	_____	S-275 Experience:	_____

BELLEVUE SCHOOL DISTRICT Appendix 3.1

CERTIFICATED EMPLOYEES SALARY SCHEDULE 2016-17

Base is 180 state funded contract days. 1.8% COLA applied to Base. Incentive Pay calculation is outlined in Article 22 of the BEA Collective Bargaining Agreement.
The 16 days (128 hours) of T&R at per diem and the Incentive Pay are shown at full FTE basis. Incentive will be pro-rated based on FTE.
Employees working .4 FTE or more will receive full T&R. Employees less than .4 FTE will receive prorated T&R.

		A (BA)	B (BA+15)	C (BA+30)	D (BA+45)	E (BA+90)	F (MA)	G (BA+135 * or MA+45)	H (Doctorate)	
TOTAL	***1***	***47758***	***47758***	***47758***	***48233***	***51770***	***56990***	***57564***	***61387***	***1***
Base		36364	36364	36364	36745	39584	43593	43877	46767	
Incentive		8162	8162	8162	8222	8668	9522	9787	10463	
T&R		3232	3232	3232	3266	3519	3875	3900	4157	
TOTAL	***2***	***48075***	***48286***	***48608***	***49772***	***53512***	***57487***	***58585***	***62641***	***2***
Base		36502	36672	36930	37865	40866	43877	44581	47658	
Incentive		8328	8354	8395	8542	9014	9710	10041	10747	
T&R		3245	3260	3283	3366	3632	3900	3963	4236	
TOTAL	***3***	***48471***	***48661***	***49667***	***51100***	***55265***	***57703***	***59413***	***63326***	***3***
Base		36706	36859	37666	38815	42158	43936	45131	48093	
Incentive		8502	8526	8653	8834	9359	9862	10270	10958	
T&R		3263	3276	3348	3450	3747	3905	4012	4275	
TOTAL	***4***	***48871***	***48996***	***50032***	***51424***	***55505***	***58077***	***59589***	***63886***	***4***
Base		36911	37011	37842	38960	42235	44119	45156	48426	
Incentive		8679	8695	8826	9001	9516	10036	10419	11155	
T&R		3281	3290	3364	3463	3754	3922	4014	4305	
TOTAL	***5***	***49266***	***49328***	***50575***	***51850***	***55746***	***58444***	***59806***	***64443***	***5***
Base		37112	37162	38163	39186	42313	44298	45214	48758	
Incentive		8855	8863	9020	9181	9672	10208	10572	11351	
T&R		3299	3303	3392	3483	3761	3938	4019	4334	
TOTAL	***6***	***49665***	***50892***	***52117***	***53383***	***57102***	***58812***	***61267***	***65532***	***6***
Base		37317	38301	39285	40301	43285	44478	46272	49517	
Incentive		9031	9186	9340	9500	9969	10380	10882	11614	
T&R		3317	3405	3492	3582	3848	3954	4113	4401	
TOTAL	***7***	***51809***	***53040***	***54263***	***55529***	***59252***	***59475***	***63412***	***67355***	***7***
Base		38806	39795	40776	41792	44780	44780	47763	50748	
Incentive		9553	9708	9862	10022	10492	10715	11404	12096	
T&R		3449	3537	3625	3715	3980	3980	4246	4511	
TOTAL	***8***	***54576***	***55795***	***57008***	***58258***	***61946***	***62169***	***66071***	***69982***	***8***
Base		40795	41774	42747	43751	46710	46710	49664	52626	
Incentive		10154	10308	10461	10618	11084	11307	11992	12679	
T&R		3626	3713	3800	3889	4152	4152	4415	4678	
TOTAL	***9***	***57670***	***58881***	***60094***	***61349***	***65035***	***65258***	***69161***	***73069***	***9***
Base		43164	44135	45110	46116	49075	49075	52030	54987	
Incentive		10669	10822	10975	11133	11598	11821	12506	13194	
T&R		3837	3923	4010	4099	4362	4362	4625	4888	
TOTAL	***10***	***58323***	***59537***	***60756***	***64585***	***68269***	***68493***	***72396***	***76304***	***10***
Base		43457	44432	45410	48482	51440	51440	54395	57353	
Incentive		11003	11156	11310	11793	12257	12481	13166	13853	
T&R		3863	3949	4036	4310	4572	4572	4835	5098	
TOTAL	***11***				***67820***	***71501***	***71725***	***75633***	***79541***	***11***
Base					50847	53801	53801	56762	59719	
Incentive					12453	12917	13141	13826	14514	
T&R					4520	4782	4782	5045	5308	
TOTAL	***12***					***74742***	***74965***	***78864***	***82772***	***12***
Base						56171	56171	59123	62081	
Incentive						13578	13801	14485	15173	
T&R						4993	4993	5255	5518	
TOTAL	***13***					***76336***	***76559***	***82100***	***86008***	***13***
Base						57220	57220	61489	64448	
Incentive						14030	14253	15145	15832	
T&R						5086	5086	5466	5729	
TOTAL	***14***							***85705***	***89610***	***14***
Base								64152	67108	
Incentive								15850	16537	
T&R								5702	5965	
TOTAL	***15***							***87483***	***91458***	***15***
Base								65348	68361	
Incentive								16326	17021	
T&R								5809	6077	

Figures in bold italics are basic salary plus full supplemental contract and Stipend for 2016-17
* Placement at BA + 135 is closed effective 9/1/97.

Substitute Teacher Rates:	1-15 days:	169
	16 days on:	196

180 contracted days for the 2016-17 school year

Negotiated Rate $27.49
Summer School Rate $34.37

BELLEVUE SCHOOL DISTRICT ACTIVITY SALARY SCHEDULE FOR 2016-17

	Step	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	Rate	16.42	17.23	18.09	18.88	19.71	20.55	21.36	22.68	24.00	24.16
High School Activities:	**HOURS**										
Activity Coordinator	200	3,284	3,446	3,618	3,776	3,942	4,110	4,272	4,536	4,800	4,832
Annual	172	2,824	2,964	3,111	3,247	3,390	3,535	3,674	3,901	4,128	4,156
Band - High School	419	6,880	7,219	7,580	7,911	8,258	8,610	8,950	9,503	10,056	10,123
Band II	100	1,642	1,723	1,809	1,888	1,971	2,055	2,136	2,268	2,400	2,416
Choir - High School	301	4,942	5,186	5,445	5,683	5,933	6,186	6,429	6,827	7,224	7,272
Debate	350	5,747	6,031	6,332	6,608	6,899	7,193	7,476	7,938	8,400	8,456
Dramatics	350	5,747	6,031	6,332	6,608	6,899	7,193	7,476	7,938	8,400	8,456
Journalism	172	2,824	2,964	3,111	3,247	3,390	3,535	3,674	3,901	4,128	4,156
Natural Helpers	100	1,642	1,723	1,809	1,888	1,971	2,055	2,136	2,268	2,400	2,416
Orchestra - High School	127	2,085	2,188	2,297	2,398	2,503	2,610	2,713	2,880	3,048	3,068
Stage Crew	100	1,642	1,723	1,809	1,888	1,971	2,055	2,136	2,268	2,400	2,416
Student Store (80 per Schl)	80	1,314	1,378	1,447	1,510	1,577	1,644	1,709	1,814	1,920	1,933
Vocational Club (80 per Schl)	80	1,314	1,378	1,447	1,510	1,577	1,644	1,709	1,814	1,920	1,933
Middle School Activities:											
Band - Middle School	207	3,399	3,567	3,745	3,908	4,080	4,254	4,422	4,695	4,968	5,001
Choir - Middle School	101	1,658	1,740	1,827	1,907	1,991	2,076	2,157	2,291	2,424	2,440
Orchestra - Middle School	92	1,511	1,585	1,664	1,737	1,813	1,891	1,965	2,087	2,208	2,223

BELLEVUE SCHOOL DISTRICT
Elementary/Middle School Activity Schedule

	Hours	To be paid at Column 6 Activity Schedule Hourly Rate
ELEMENTARY		
To be divided between areas for specialists	400	$20.55
School Patrol	75	$20.55
Extra activities per school	250	$20.55
MIDDLE SCHOOL		
Extra activities per school	2,540	$20.55
Schools with enrollment >750 students	200	$20.55

BELLEVUE SCHOOL DISTRICT
2016-2017 School Year Calendar

AUGUST

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26 ♦
29 ▲	30 ▲	31 ▲		

SEPTEMBER

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28 D	29	30

OCTOBER

M	T	W	T	F
3	4	5 R	6	7
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17	18	19	20	21
24	25	26 D	27	28
31				

NOVEMBER

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28	29	30 D		

DECEMBER

M	T	W	T	F
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19	20	21	22	23
26	27	28	29	30

JANUARY

M	T	W	T	F
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9	10	11	12	13
16	17	18	19	20
23	24	25	26	27 ^
30 <	31			

IMPORTANT DATES

September 1…….First day of School
September 5……..…...…….Labor Day
September 6……..Kindergarten Only
First day of School

November 11……..Veterans' Day
November 24 & 25……..Thanksgiving
Dec. 19 - Jan. 2……....Winter Break
January 16……..……...MLK Jr. Day
February 20-24……..Mid-Winter Break
April 10-14……..……Spring Break
May 29……..…...Memorial Day
June 23……Last Day of School

KEY

School begins (grades 1-12)

School begins (Kindergarten)

School ends

Non-school/Non-workday

NO STUDENTS, ALL LEVELS

Paid Prof./Conference Day
October 14

< MS/HS Unpaid on March 17

> Elementary Unpaid on March 20

Non-paid Prof./Conference Day
November 10, January 30*

** May be school day if school Emergency Closure Day occurs before 1/22.*

+ End of quarter

^ End of semester

R Restricted - no p.m. school/district level meetings

D District sponsored PD Available

❄ Emergency Closure Make-up Day

TEACHER LEARNING IMPROVEMENT DAY (LID)

♦ August 26 (Special Ed/ESA ONLY)

▲ August 29, 30 & 31

CLASSIFIED/ADMINISTRATIVE HOLIDAYS

September 5	February 20
November 11, 24, 25	April 14
December 23, 26, 30	May 29
January 2, 16	July 4

FEBRUARY

M	T	W	T	F
		1 R	2	3
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13	14	15	16	17
20	21	22	23	24
27	28			

MARCH

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27	28	29 D	30	31

APRIL

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MAY

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22	23	24	25	26
29	30	31		

JUNE

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12	13	14	15	16
19	20	21	22	23 ^
26 ❄	27 ❄	28	29	30

JULY

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24	25	26	27	28
31				

BELLEVUE SCHOOL DISTRICT
2017-2018 School Year Calendar

AUGUST

M	T	W	T	F
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14	15	16	17	18
21	22	23	24	25 ♦
28 ▲	29 ▲	30 ▲	31	

SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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JANUARY

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8	9	10	11	12
15	16	17	18	19
22	23	24	25	26 ^
29 <	30	31		

IMPORTANT DATES

August 31……..First day of School
September 4……..…...…….Labor Day
September ?……..Kindergarten Only First day of School
November 10……..……...Veterans' Day
November 23 & 24……..Thanksgiving
Dec. 18 - Jan. 1……...Winter Break
January 15……..……...MLK Jr. Day
February 19-23……..Mid-Winter Break
April 9-13……...……Spring Break
May 28……..…...Memorial Day
June 22……Last Day of School

KEY

- School begins (grades 1-12)
- School begins (Kindergarten)
- School ends
- Non-school/Non-workday

NO STUDENTS, ALL LEVELS

- ◯ Paid Prof./Conference Day October 13
- < MS/HS Unpaid on March 16
- > Elementary Unpaid on March 19
- ◯ Non-paid Prof./Conference Day November 9, January 29*

** May be school day if school Emergency Closure Day occurs before 1/22.*

- + End of quarter
- ^ End of semester
- R Restricted - no p.m. school/district level meetings
- D District sponsored PD Available
- ❄ Emergency Closure Make-up Day

TEACHER LEARNING IMPROVEMENT DAY (LID)

- ♦ August 25 (Special Ed/ESA ONLY)
- ▲ August 28, 29 & 30

CLASSIFIED/ADMINISTRATIVE HOLIDAYS

September 4	February 19
November 10, 23, 24	April 13
December 22, 25	May 28
January 1, 15	July 4

FEBRUARY

M	T	W	T	F
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26	27	28		

MARCH

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19 >	20	21	22	23
26	27	28 D	29	30

APRIL

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MAY

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14	15	16	17	18
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28	29	30	31	

JUNE

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				1
4	5	6 R	7	8
11	12	13	14	15
18	19	20	21	22 ^
25 ❄	26 ❄	27	28	29

JULY

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9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

BELLEVUE SCHOOL DISTRICT
2018-2019 School Year Calendar

AUGUST

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24 ♦
27 ▲	28 ▲	29 ▲	30	31

SEPTEMBER

M	T	W	T	F
3	4	5	6	8
10	11	12	13	15
17	18	19	20	22
24	25	26 D	27	29

OCTOBER

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1	2	3 R	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
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NOVEMBER

M	T	W	T	F
			1	2 +
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26	27	28 D	29	30

DECEMBER

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17	18	19	20	21
24	25	26	27	28
31				

JANUARY

M	T	W	T	F
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7	8	9 R	10	11
14	15	16	17	18
21	22	23	24	25 ^
28 <	29	30	31	

IMPORTANT DATES

August 30……First day of School
September 3……Labor Day
September ?……Kindergarten Only First day of School
November 12……Veterans' Day
November 22 & 23……Thanksgiving
Dec. 24 - Jan. 4……Winter Break
January 21……MLK Jr. Day
February 18-22……Mid-Winter Break
April 2-12……Spring Break
May 27……Memorial Day
June 23……Last Day of School

KEY

School begins (grades 1-12)
School begins (Kindergarten)
School ends
Non-school/Non-workday

NO STUDENTS, ALL LEVELS

◯ Paid Prof./Conference Day October 12
< MS/HS Unpaid on March 15
> Elementary Unpaid on March 18
◯ Non-paid Prof./Conference Day November 9, January 28*

** May be school day if school Emergency Closure Day occurs before 1/22.*

\+ End of quarter
^ End of semester
R Restricted - no p.m. school/district level meetings
D District sponsored PD Available
❄ Emergency Closure Make-up Day

TEACHER LEARNING IMPROVEMENT DAY (LID)

♦ August 24 (Special Ed/ESA ONLY)
▲ August 27, 28 & 29

CLASSIFIED/ADMINISTRATIVE HOLIDAYS

September 3	February 18
November 12, 22, 23	April 12
December 25	May 27
January 1, 21	July 4

FEBRUARY

M	T	W	T	F
				1
4	5	6 R	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	

MARCH

M	T	W	T	F
				1
4	5	6 R	7	8
11	12	13	14	15 <
18 >	19	20	21	22
25	26	27 D	28	29

APRIL

M	T	W	T	F
1	2	3 R	4	5 +
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY

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13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JUNE

M	T	W	T	F
3	4	5 ®	6	7
10	11	12	13	14
17	18	19	20 ^	21 ❄
24 ❄	25	26	27	28

JULY

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Grade Deadlines and Calendar Information

Description	2016-2017	2017-2018	2018-2019
Special Ed/ESA Summer Professional Day: 8 hours** (optional @ per diem pay rate)	August 26	August 25	August 24
Professional Day: 8 hours of Building time** (optional @ per diem pay rate)	August 29	August 28	August 27
Professional Day: 4 hours of Building time and 4 of department/grade level** (optional @ per diem pay rate)	August 30	August 29	August 28
Professional Day: 8 hours of teacher directed time to prepare for the start school** (optional @ per diem pay rate)	August 31	August 30	August 29
1st Day of School for grades 1 - 12	September 1	August 31	August 30
Labor Day Holiday – No school	September 5	September 4	September 3
1st Day of School for Kindergarten	September 6	TBD	TBD
Non-student day all levels: Paid PD Day (District or out of District PD)** (optional @ per diem pay rate; out of District PD must provide verification)	October 14	October 13	October 12
1st Quarter ends	November 4	November 3	November 2
Non-student day, unpaid, no required attendance for staff; set aside for conference opportunities paid through 64 supplemental pay hours	November 10	November 9	November 9
Veterans Day Holiday – No school	November 11	November 10	November 12
1st Quarter grades due by 5:00 pm (secondary only)	November 14	November 13	November 13
Thanksgiving Holiday – No school	November 24 and 25	November 23 and 24	November 22 and 23
Winter Break – No school	December 19 to January 2	December 18 to January 1	December 24 to January 4
MLK Holiday – No school	January 16	January 15	January 21
1st Semester ends	January 27	January 26	January 25
Non-student day, unpaid, no required attendance for staff; set aside for grading/report writing *	January 30	January 29	January 28
Secondary grades due by 5:00 pm, Elementary Progress Reports and Special Ed Progress Reports go home per building procedures	February 3	February 2	February 1
Mid-winter break – No school	February 20 to 24	February 19 to 23	February 18 to 22

Description	2016-2017	2017-2018	2018-2019
Non-student day all levels: Elementary teachers paid PD day** (optional @ per diem pay rate) Secondary teachers (unpaid/ not required to work)	March 17	March 16	March 15
Non-student day all levels: Secondary teachers paid PD day** (optional @ per diem pay rate) Elementary teachers (unpaid/ not required to work)	March 20	March 19	March 18
3rd Quarter ends	April 7	April 6	April 5
Spring break – No school	April 10 to 14	April 9 to 13	April 8 to 12
3rd Quarter grades due by 5:00 pm (secondary only)	April 21	April 20	April 19
Memorial Day Holiday – No school	May 29	May 28	May 27
2nd Semester ends	June 23	June 22	June 20
Last day of school	June 23	June 22	June 20
Grades due (by 5:00 pm one business day after last student day)	June 26	June 25	June 21
Emergency closure make-up days	January 30 * June 26 and 27	January 29* June 25 and 26	January 28* June 21 and 24
District designated professional development Wednesdays – 2 hours each** (optional @ per diem pay rate)	September 28 October 26 November 30 March 29	September 27 October 25 November 29 March 28	September 26 October 31 November 28 March 27

*May be school day if emergency closure days before 1/20. If January non-student day becomes a student day, grade deadlines will be extended

**Must be worked during designated dates/times to be paid. No use of leave provisions permitted.

Observation Feedback Form

For Library Media Specialists, Instructional Support Personnel, and School Nurses

This form is to be used in the observation process of individuals observed under the evaluation criteria outlined for Library Media Specialists, Instructional Support Personnel, and School Nurse contained within Article 2, Section 3 of the Collective Bargaining Agreement.

Employee:
School Department:

Supervisor:
Observation Date:

The following information is provided to the employee in accordance with the provisions of Article 12 – EVALUATION, Section 2 – The Observation Process. The feedback is provided as part of the ongoing conversation between the employee and supervisor concerning the improvement of professional practice.

Written feedback must consider unique characteristics and circumstances associated with the employee's assignment, experiences, expertise, site, and environmental factors affecting performance behavior.

Supervisor signature
Date submitted to employee

Employee signature acknowledging receipt

Date

Annual Summary

For Library Media Specialists, Instructional Support Personnel, and School Nurses

This form is to be used in to provide an Annual Summary of the observation conducted for individuals observed under the evaluation criteria outlined for Library Media Specialists, Instructional Support Personnel, and School Nurse contained within Article 2, Section 3 of the Collective Bargaining Agreement.

Employee: Supervisor:
School Department: Observation Date:

Written feedback should be consistent with the terms set forth in Article 12, Sections 3 and 9.

Supervisor signature

Date submitted to employee

Employee signature acknowledging receipt

Date

BELLEVUE SCHOOL DISTRICT #405
EMPLOYEE LEAVE REQUEST: ABSENCE FROM DUTY

Employee ID _____

Employee Name _____

Position/Title _____

Location/School _____

Beginning Date _____

Ending Date _____

Total Hours Requested _____
(Hours not required for FMLA or Long Term requests)

REASON(S) FOR LEAVE:

- ☐ Bereavement (please complete-REMARKS, may require additional information for Human Resources)
- ☐ Ceremony (deducted from PTO/Sick – please include ceremony type and date-REMARKS)
- ☐ Childcare – Certificated Employees Only (unpaid leave, no benefits)
- ☐ Civic Responsibility (please attach a copy of the summons)
- ☐ Consulting - Certificated Employees Only (attach documentation - requires advance HR approval)
- ☐ Educational - Certificated Employees Only (attach documentation - requires advance HR approval)
- ☐ Emergency (deducted from PTO/Sick – please describe emergency-REMARKS)
- ☐ FMLA (deducted from PTO/Sick unless following maternity - please attach FMLA documentation)
- ☐ Long Term – Certificated Employees Only (Full semester/year, please indicate FTE-REMARKS)
- ☐ Maternity/Paternity (deducted from PTO/Sick - please attach documentation)
- ☐ Medical (deducted from PTO/Sick, please attach documentation)
- ☐ Military (please attach documentation)
- ☐ Personal – Classified Employees Only (deducted from PTO/Sick)
- ☐ Religious (deducted from PTO/Sick – please include religious holiday and date-REMARKS)
- ☐ Unpaid Leave – Requires Advanced Human Resources Approval (please be specific-REMARKS)

Employee REMARKS; please include details of request:

_____

_____

_____

_____

Employee Signature_____Date_____

Supervisor Signature_____Date_____

Human Resources_____Date_____

*** All leave requests are to be submitted by the employee for supervisor acknowledgement/approval and then forwarded to Human Resources for eligibility approval**
***This form is not intended for the reporting of daily sick leave**
***Paid time off – PTO/Sick leave hours are accrued in accordance with your Collective Bargaining Agreement**
***Leave approval is based on eligibility in accordance with your Collective Bargaining agreement. Please refer to your Collective Bargaining Agreement for details http://www.bsd405.org/departments/hr/cba/**
***If leave hours exceed the number of accrued PTO/sick hours the balance of the leave will be unpaid**

Distribution: White – Human Resources Yellow - Payroll