

CONTRACTUAL AGREEMENT

2024 – 2026

BETWEEN

**BURLINGTON – EDISON
SCHOOL DISTRICT**

AND

**BURLINGTON – EDISON
EDUCATIONAL ASSOCIATION**

BURLINGTON – EDISON BOAD OF EDUCATION

Elli Haddick – District 1
Roger Howard – District 2
Holly Nielsen – District 3
Rich Wesen – District 4
Shayna Campbell – District 5

SUPERINTENDENT OF SCHOOLS

Dr. Chris Pearson

BURLINGTON – EDISON EDUCATION ASSOCIATION

Richard Glick – President
Saul Ruiz – Vice President
Amy Caramella – Secretary
Kristin Caldwell – Treasurer

Table of Contents

PREAMBLE	7
ARTICLE I – ADMINISTRATION.....	8
Section 1: Recognition	8
ARTICLE II – STATUS AND ADMINISTRATION OF AGREEMENT.....	9
Section 1: Rights of the Board of Directors.....	9
Section 2: Conformity to Law.....	10
Section 3: Distribution of Agreement.....	10
Section 4: Appendices.....	10
ARTICLE III - PARTNERSHIP FOR ENSURING EDUCATIONAL AND RACIAL EQUITY.....	11
Section 1: Mission and Vision	11
Section 2: Partnership	11
Section 3: District Supports	11
ARTICLE IV – ASSOCIATION RIGHTS.....	13
Section 1: Access	13
Section 2: Equipment Use	13
Section 3: Membership Communication	13
Section 4: Availability of Information.....	13
Section 5: Payroll Deductions	13
Section 6: Released Time.....	13
Section 7: Contract Administration	13
Section 8: Association Security.....	14
Section 9: Exclusivity.....	14
Section 10: Monthly Staff Lists	14
Section 11: New Employee Orientation	15
ARTICLE V – EMPLOYEE RIGHTS	16
Section 1: Employee Rights.....	16
Section 2: Right to Join and Support Association.....	16
Section 3: Employee Protection	16
Section 4: Student Discipline	17

Section 5: Personnel File	18
Section 6: Individual Employee Contract	18
Section 7: Supplementary Contract	19
Section 8: Release from Supplemental Contract	19
Section 9: Release from Contract	19
Section 10: Assignment, Transfer and Vacancies	19
Section 11: Length of Contract	21
Section 12: Professional Learning and Collaboration Days	22
Section 13: Stipend for Mentoring New Teachers	24
Section 14: Per Diem	24
Section 15: Terms of Employment for Substitute Teachers	24
Section 16: Employee Immunization	25
ARTICLE VI – LEAVES	26
Section 1: Sick Leave/Emergency Leave	26
Section 2: Disability Attributable to Childbirth or Pregnancy	27
Section 3: Family Leaves	27
Section 4: Paid Family and Medical Leave (PFML)	28
Section 5: Shared Leave Program	29
Section 6: Use of Long-term Disability Insurance	29
Section 7: Jury Duty and Subpoena Leave	29
Section 8: Other Leaves	29
Section 9: Exchange Leave	30
Section 10: Military Leave	30
Section 11: Professional Study Leave	30
Section 12: Attendance at Meetings	30
Section 13: Association Leave	30
Section 14: Personal Leave	31
Section 15: Teacher on Leave and Similar Leaves	31
Section 16: Religious Holidays	32
ARTICLE VII – SALARIES, STIPENDS AND BENEFITS	33
Section 1: Provisions Governing Certificated Employees' Salary Placement	33
Section 2: Appendix A Pay	34
Section 3: Extended Year Assignments	34

Section 4: Impact of Summer Use of Classroom on Staff	35
Section 5: Employee Classroom Moves	35
Section 6: Sub Pay for Part-time Employees	35
Section 7: Payment Provisions	35
Section 8: Travel Reimbursement	36
Section 9: Reimbursements and Payments	36
Section 10: Payroll Deductions	36
Section 11: Insurance Benefits	36
Section 12: Voluntary Employees' Beneficiary Association (VEBA)	38
Section 13: Employee Assistance Program	38
Section 14: Sick Leave Cash-Out	38
Section 15: National Board Certification	38
Section 16: Instructional Leadership Teams (ILT)	39
Section 17: Incentive Supplemental Contract	39
Section 18: Overnight Camp	39
Section 19: High Poverty School Support	39
Section 20: Dual Language Program Support	39
Section 21: Early Notification	40
ARTICLE VIII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT	41
Section 1: Calendar	41
Section 2: Workday	41
Section 3: Employee Facilities	42
Section 4: Safety Committee	43
Section 5: Certificated Staff Reduction	43
Section 6: Release Time for Special Education Teachers	46
Section 7: Special Education Leadership Team	47
Section 8: Additional Time for K-8 Counselors	47
Section 9: Grade Enrollment	47
Section 10: Kindergarten Release Time	47
Section 11: Class Size and Caseload	48
Section 12: Employees' Children Option	51
Section 13: Instructional Assistants – Hiring and Evaluation	51
Section 14: Inclement Weather	51

Section 15: Clock Hours	52
Section 16: Kindergarten Support	52
Section 17: K – 3 Class Size Teachers	52
Section 18: District Event Supervision	52
Section 19: Athletic Passes	52
ARTICLE IX – CERTIFICATED STAFF EVALUATION AND PROFESSIONAL GROWTH	53
Section 1: Purpose	53
Section 2: Applicability and Implementation	53
Section 3: Definitions	53
Section 4: Comprehensive Evaluation	55
Section 5: Focused Evaluation	57
Section 6: Performance Evaluation-General Provisions	58
Section 7: Probation	61
ARTICLE X – GRIEVANCE PROCEDURE	63
APPENDIX A – CO-CURRICULAR SALARY SCHEDULE	65
APPENDIX B – SAMPLE CERTIFICATE CONTINUING CONTRACT	66
APPENDIX C – EVALUATION OF NON-CLASSROOM EMPLOYEE	67
APPENDIX D –BURLINGTON – EDISON SALARY SCHEDULE 2024 – 2025	70
APPENDIX E – WAC 392-400-330 AND WAC 392-400-335	71
MOU – TRAINING OF NEW SPECIAL EDUCATION STAFF	72
GLOSSARY OF TERMS	73
DURATION	74
ATTEST	Error! Bookmark not defined.

PREAMBLE

A Collaborative Relationship

This Preamble describes the principles upon which the Burlington-Edison School District No. 100 and the Burlington-Edison Education Association base our relationship, our mutual interests, and join commitment to achieve mutual interests. By creating this agreement, we hereby commit to continuing a collaborative relationship based on mutual trust which aspires to last beyond the tenure of those currently in leadership positions in our respective organizations.

Principles of the Relationship

This Agreement is founded on the belief that all people take pride in their work, want to be involved in decisions that affect them, and share in the success of their efforts.

We hereby commit to work together to establish a vibrant and successful learning community that actively involves students, staff, and community. We will enjoy a relationship which promotes success for our students, our schools, and our community by:

- creating an atmosphere of mutual trust and respect;
- nurturing a culture of collaboration;
- recognizing individual talents and strengths;
- respecting staff diversity;
- encouraging innovation and risk-taking with a focus on improvement of student learning;
- learning from failure;
- building upon our successes;
- providing opportunities for individual growth;
- openly sharing information, knowledge and experience; and providing a caring, safe learning and working environment that is clean, healthy, functional, non-violent, and free of discrimination, intimidation, and harassment.

ARTICLE I – ADMINISTRATION

Section 1: **Recognition**

The District recognizes the Association as the sole and exclusive bargaining representative for all certificated personnel in positions requiring a teaching credential, or E.S.A. credential, and employed by a valid individual contract with the school district, referred to as employees herein, whether under contract or on leave except the following:

1. Superintendent
2. Assistant Superintendent(s)
3. Director of Fiscal Services
4. Principals
5. Assistant Principals
6. Any other district employee excluded by definition under the terms of State Statute.

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

1 **ARTICLE II – STATUS AND ADMINISTRATION OF AGREEMENT**
2

3 Section 1: **Rights of the Board of Directors**
4

5 The Board, acting on behalf of the electorate of the school district, retains and reserves all powers,
6 rights, authority, duties, and responsibilities conferred upon and vested in it by the regulations of the
7 State Board of Education, the laws and the Constitution of the State of Washington, and/or the
8 United States.
9

10 The Association recognizes that the Board is legally responsible for the operation of the school
11 district, and that the Board has the necessary authority to discharge all of its responsibilities subject
12 to the laws mentioned above and to the provisions of this Agreement.
13

14 It is expressly agreed that all rights except such as are clearly relinquished herein by the District are
15 reserved to and shall continue to vest in the District. This shall include this enumeration, being
16 merely a way of illustration and not by a way of limitation.
17

18 **THE RIGHT TO:**
19

- 20 A. Manage the District, direct the working staff including the right to hire and suspend,
21 discipline, or discharge employees for proper cause.
22
- 23 B. Transfer employees from one school, department, and/or classification to another.
24
- 25 C. Layoff or relieve employees from duty because of lack of work, funds, and other legitimate
26 reasons.
27
- 28 D. Promote and/or transfer employees to positions and classifications not covered by this
29 agreement.
30
- 31 E. Make such operating changes as are deemed necessary by the Board for the efficient,
32 effective, and economical operation of the District, including the right to subcontract work.
33
- 34 F. Determine the methods, processes, means, and personnel by which any and all work will be
35 performed, the control of the property and composition, assignment, direction, and
36 determination of size and type of its working staff.
37
- 38 G. The right to determine the work to be done and the standards to be met by employees
39 covered by this Agreement.
40
- 41 H. The right to determine whether and to what extent work will be performed by employees.
42
- 43 I. The right to determine the qualifications of employees and to suspend, discipline, and
44 discharge employees for cause and otherwise to maintain an orderly, effective, and efficient
45 operation.
46
- 47 J. The right to develop and control all budgets.

1 Section 2: **Conformity to Law**

2
3 This Agreement shall be governed and construed according to the Constitution and Laws of the
4 State of Washington. If any provision of this Agreement, or any application of this Agreement to
5 any employee or group of employees covered hereby shall be found contrary to law, such provisions
6 or application shall have effect only to the extent permitted by law, and all other provisions or
7 applications of the Agreement shall continue in full force and effect.

8
9 Section 3: **Distribution of Agreement**

10
11 Within thirty (30) days following ratification signing of this Agreement, the district shall print and
12 the Association shall distribute to all employees copies of this Agreement. The cost of printing will
13 be shared. Twenty (20) additional copies shall be provided to the Association. All employees new
14 to the District shall be provided a copy of this Agreement by the Association upon issuance of their
15 individual contract by the District.

16 Section 4: **Appendices**

17
18 The following Appendices are integral parts of this Agreement, and by this reference are
19 incorporated herein:

- 20 A. Co-Curricular Salary Schedule
- 21 B. Sample Certificated Employee Contract
- 22 C. Evaluation of Non-Classroom Employees
- 23 D. Burlington-Edison Salary Schedule
- 24 E. WAC 392-400-330 and WAC 392-400-335

**ARTICLE III - PARTNERSHIP FOR ENSURING EDUCATIONAL
AND RACIAL EQUITY**

Section 1: Mission and Vision

The Burlington-Edison Education Association and Burlington-Edison School District believe in the vision that Burlington-Edison School District's mission is to educate each student for lifelong learning, which includes:

- Promoting the success of each and every student;
- Working actively to eliminate institutional and structural barriers, policies, and practices that advertently or inadvertently perpetuate inequities among racially and currently underserved students and staff;
- Creating systems and providing resources to increase student academic achievement and eliminate the disproportionality of access and outcomes.

Section 2: Partnership

The Burlington-Edison Education Association and Burlington-Edison School District are committed to working collaboratively to achieve these goals and recognize the importance of an ongoing partnership between the Association and District leadership as essential to the implementation of these joint commitments. The parties jointly agree to foster active participation by the Association, the superintendent and other district leadership, as well as other employees, to ensure that the primary importance of this work is maintained. This work will include efforts such as continued committees, work groups, professional development, and resources with a commitment to development, implementation, and frequent, consistent review of best policies and practices.

As the District uses facilitator(s) to guide and support the District's commitment to pursuing equity, the Association may provide input into the selection of the facilitator(s) and will contribute \$1,000 toward the cost of the facilitator(s).

Section 3: District Supports

In support and pursuit of this belief and mission, the District will take steps including:

- Provide each and every student with equitable access to high quality instruction that is racially and culturally responsive and curriculum that honors the experiences and cultures of students.
- Support engagement, inclusion, and collaboration with families, students, residents' communities, regional districts and other stakeholders, recognizing that active involvement is essential to the District's goals and responsibilities.
- Allocate fiscal, facility and human resources, differentiated by school, to equitably meet the individual needs of students and the school community.
- Support creation of multiple learning pathways to success tailored to the assets and unique needs of students' identities, lived experiences and realities to ensure their success in college, careers and life.

- 1 • Recruit, employ, support, and retain highly qualified, ethnically, racially and linguistically
2 diverse, racially conscious, and culturally competent employees whose culture and
3 experiences are reflective of the student population.
- 4 • Provide culturally-relevant professional learning opportunities to strengthen employees’
5 knowledge and skills for eliminating racial disparities in student academic achievement.
- 6 • Review and develop District policies, structures, and practices using Equity analysis tool/s
7 that advance educational justice and contribute to increased access and academic outcomes
8 across schools.

ARTICLE IV – ASSOCIATION RIGHTS

Section 1: Access

Duly authorized representatives of the Association shall be authorized to transact official Association business on school property when the District employees are not performing assigned duties, provided that this shall not interfere with or interrupt normal classroom or school operations.

Section 2: Equipment Use

The Association will be allowed to use District buildings for meetings and to transact Association business and will be allowed to use District equipment. Fees, if utilized by the District for use of buildings and equipment, shall be standard. The Association agrees to pay for the cost of materials and supplies used and damages, if any, to either facilities or equipment.

Section 3: Membership Communication

The Association shall have the right to utilize bulletin boards in each faculty lounge in the District or in a place of reasonable access to employees in the event faculty lounges are not in existence in a given school. The Association shall have the right to use the intra-district mail services, electronic services, and network and employee mailboxes for communication purposes.

The Association shall remove outdated postings every two (2) weeks.

Section 4: Availability of Information

The Association shall have access to District records as provided under State Statute.

Section 5: Payroll Deductions

The Association and its affiliates, (WEA and NEA), shall have the exclusive right of automatic payroll deduction of membership dues.

Section 6: Released Time

Whenever Association representatives are mutually scheduled with the Board and the Administration's representatives to participate in negotiations during working hours, Association representatives will be released from their duties with pay.

The parties agree that, whenever possible, these said negotiations and grievance sessions should be scheduled outside of the normal working day.

Section 7: Contract Administration

Representatives of the District agree to meet with Association representatives at mutually agreeable times during the academic year to discuss the administration of this Agreement.

1 Section 8: **Association Security**

2
3 The District will make a payroll deduction for Association dues and assessments upon receipt of
4 a written authorization executed by an individual employee. Any deductions for political
5 contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the
6 employee on forms that comply with WAC 390-17-100, and be revocable by the employee at any
7 time. The District shall provide all employees annual notice of their rights regarding payroll
8 deductions for political contributions under WAC 390-17-110.
9

10 Prior to the beginning of each school year, the Association will give written notice to the District
11 of the dollar amount of dues and assessments required of an Association member. The amount
12 for deductions shall not be subject to change during the school year. The deductions authorized
13 by the above provisions will be made in twelve (12) equal amounts from each paycheck
14 beginning the pay period of September through the pay period in August of each year.
15 Employees who commence employment after September or terminate employment before June
16 shall have their deductions prorated. Each month during the school year, the District will send
17 the Association all money deducted for dues accompanied by a list of names of those employees
18 for whom payroll deductions were made.
19

20 The Association will refund to the District any amounts paid to it in error.
21

22 The Association and its affiliates will defend, indemnify, and hold the District harmless against
23 all liability, including allegations, claims, actions, suits, demands, damages, obligations, losses,
24 settlements, judgments, costs and expenses (including attorneys' fees) that arise out of any action
25 taken or not taken by the District in implementation of this section.
26

27 If an employee submits a written request to withdraw directly to the District, the District will
28 forward the request to WEA and stop deductions at the next regular payroll.
29

30 Section 9: **Exclusivity**

31
32 Throughout the duration of this Agreement, the rights and privileges afforded to the Association as
33 the recognized representative of all bargaining unit members under this agreement shall not be
34 granted to another organization seeking to represent bargaining unit members represented by the
35 statute, except as provided by statute.
36

37 Section 10: **Monthly Staff Lists**

38
39 On a monthly basis, the District will provide the Association with an updated employee list,
40 including but not limited to, the following information: name; position; work site; FTE; home
41 address; work and home phone numbers; work email address of each bargaining unit employee;
42 and whether union dues are being deducted.
43

44 The District shall provide notification to the Association when any new employee covered by
45 this collective bargaining agreement is hired. This notification shall occur within five days of the
46 new employee's first workday. Notification will include the name, assignment, work location,
47 date of hire, and all phone and email contact information known by or provided to the district.

The District will notify the Association within five days of a certificated employee being transferred to a new worksite or building. Notification will include updated information on their former and new work assignment.

Section 11: **New Employee Orientation**

The District will provide the Association reasonable access to new certificated employees of the bargaining unit for the purpose of presenting information about their exclusive bargaining representative to the new employees consistent with RCW 41.56.037. The allotted time will be no less than an hour and will occur during the new employee orientation provided by the District, or at another time mutually agreed to by the District and Association.

ARTICLE V – EMPLOYEE RIGHTS

Section 1: **Employee Rights**

There shall be no discrimination with respect to the employment of any person because of such person's age, sex, marital status, sexual orientation, race, creed, color, national origin, or the presence of any sensory, mental or physical handicap, and protected conduct or status under RCW 28A.405.250, unless based upon a bonafide occupational qualification, provided that the prohibition against discrimination because of such handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved.

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under applicable laws and statutes.

Section 2: **Right to Join and Support Association**

Employees shall have the right of self-determination to form, join or assist the employee organization to bargain collectively through representatives of their own choosing and shall have the right to refrain from any or all of such activities.

Section 3: **Employee Protection**

A. The District shall at all times maintain an effective insurance coverage of all certificated personnel as an additional insured under the District liability insurance policy providing them with the cost of defense and payment for any judgment rendered pursuant to terms of this District's insurance policy against them which in any manner arose in the scope of their employment with the District, unless the employee was found grossly negligent or convicted of a felonious criminal act.

B. The District will provide a space equivalent to the approximate size of 12" x 12" x 18" for the locking up of personal property when so requested by a teacher.

C. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. Clothing damaged as a result of a non-aggravated assault shall be replaced.

D. No electronic or mechanical devices shall be installed in any classroom or brought in on a temporary basis, which would allow a person to be able to listen to or record the procedures in any class, without prior notification and approval of the employee.

No recordings can be made by the employer without prior consent and full knowledge of the recording by the employee. Nor can such recordings by the employer be used as sole evidence for disciplinary action. Recordings leading to potential discipline would require a full investigation.

E. No employee shall be disciplined without proper cause. Such discipline shall be in private. Disciplinary action shall in no way be interpreted to preclude the administrator's right to discuss informally with any employee his concerns about that employee's job performance

1 and its upgrading so long as such discussions do not constitute disciplinary action. An
2 employee shall be entitled to have a representative of the Association present during
3 disciplinary action.

4
5 Nothing herein shall preclude the normal interaction between the building administrator and the
6 employee.

7
8 Information forming the basis for any discipline shall be made available in writing to the
9 employee and, upon approval and/or request of the employee, to the Association.

- 10
11 F. Classified employees shall not be employed to perform responsibilities that require a certificate
12 by law.
13

14 Section 4: **Student Discipline**

- 15
16 A. It is recognized that every employee has the right and responsibility to expect behavior that
17 maintains a sound learning environment on the part of all students. The District will support
18 employees in the lawful use of disciplinary measures to maintain order and protect the safety
19 and well-being of students in the classroom. Students will be disciplined in accordance with
20 state and federal laws/regulations and district policies.

21
22 Building administrators will annually meet with staff to review and discuss building disciplinary
23 standards and procedures to ensure uniform employee understanding and implementation.
24 Employees may remove a student from his or her class consistent with WAC 392-400-330 and
25 WAC 392-400-335. Attached as Appendix E.

26
27 In accordance with RCW 28A.600.020(2), any student who creates a disruption of the
28 educational process in violation of the building disciplinary standards while under a teacher's
29 immediate supervision may be excluded by the teacher from his or her individual classroom and
30 instructional or activity area for all or any portion of the balance of the school day, or up to the
31 following two days, or until the principal or designee and teacher have conferred, whichever
32 occurs first. Except in emergency circumstances, the teacher first must attempt one or more
33 alternative forms of corrective action. In no event without the consent of the teacher may an
34 excluded student return to the class during the balance of the school day, or up to the following
35 two days, or until the principal or designee and teacher have conferred, It is the intent of the
36 parties that teachers and administrators confer in a manner that supports safe educational
37 environments and effective teaching and learning.

38
39 Within an appropriate time prior to readmittance following a removal from school (e.g.
40 emergency removal, suspension, expulsion), the building administrator will confer with the
41 certificated staff members who need specific information to support a successful
42 reentry. Points of information may include pertinent components of the reentry meeting,
43 student support plans, and student safety plans. This section applies to current students,
44 transfer students, newly admitted students, and readmitted students.

45
46 It is in the intent of the parties that if new student discipline regulations are adopted, the parties will
47 incorporate such changes regarding classroom removals into this section.

1 The provision of Article IX, Grievance Procedure, shall be applicable to this paragraph only as it
2 relates to procedural issues, provided that no grievance procedure shall limit the authority of the
3 District to establish and enforce Student Disciplinary Policy as required by law.

4
5 B. In addition to the review required under Board Procedure 3241, each building will create a
6 plan to address building-specific discipline procedures including:

- 7 1. Communication protocols
- 8 2. Roles and responsibilities
- 9 3. Process for addressing concerns

10
11 C. The administration shall ensure that all staff members receive training on the discipline and
12 safety plans at the beginning of each academic year. Regular updates and refresher training
13 will be provided as needed.
14

15 Section 5: **Personnel File**

16
17 Unit members shall have the right to inspect all materials in her/his district personnel file. Such
18 inspection shall occur at a mutually agreed-upon time in the presence of the Superintendent or his
19 designee and anyone of the unit member's choice. A copy of all material placed in an individual's
20 personnel file shall be given to the individual and shall bear the dated signature of the originator and
21 shall be signed by the employee to indicate only that she/he has seen the material. The employee
22 shall have the right to attach his/her own signed and dated statement to any items in his/her file.

23
24 Any derogatory material not shown to an employee within ten (10) business days following receipt
25 or composition by the administration shall not be allowed as evidence in any grievance or in any
26 disciplinary action against such employee.

27
28 Material of a derogatory or negative nature, which originates from other than district administrative
29 sources, shall not be placed in an employee's personnel file unless it has been investigated by the ap-
30 propriate administrator, judged by him/her to be essentially true, and results in disciplinary action.

31
32 It is mutually agreed that principals may keep or maintain "working files" relative to those
33 employees for which they hold responsibility to evaluate. Such working files are not a part of the
34 employee's personnel file, are subject to review upon request by the employee, and are not of use
35 within the disciplinary/grievance procedure. This does not preclude the formalizing of materials
36 within a working file to become a part of the employee's personnel file as described herein.

37
38 Working file materials not formalized and introduced into the employee's personnel file within one
39 year of origination shall be destroyed. No other files will be kept elsewhere.

40 Complaints by anyone which may result in disciplinary action will be forwarded to the employee as
41 expeditiously as possible.

42
43 The principal or administrative designee will do the formal annual observations and written
44 evaluation of employees covered by this Agreement

45 46 Section 6: **Individual Employee Contract**

47
48 All individual employee contracts shall be subject and consistent with Washington State Statute.

1 Section 7: **Supplementary Contract**

2
3 A supplemental contract shall be renewed for the next ensuing year, unless prior to June 1, the
4 district notifies the individual contract holder and the Association in writing that the contract will
5 not be renewed. Such non-renewal notice must set forth specifically all reasons for the non-
6 renewal. No supplemental contract shall be non-renewed for any reason not set forth specifically in
7 the notice of non-renewal, or if precluded by specific contractual provisions.
8

9 Section 8: **Release from Supplemental Contract**

10
11 Employees on extracurricular contracts will be released from said contract(s) given the meeting of
12 one of the following conditions:
13

14 A. The District is informed at least thirty (30) days prior to the end of the prior school year; or,

15
16 B. The District is informed at least thirty (30) days prior the commencement of that activity and
17 a satisfactory replacement (as determined by the district) can be found.
18

19 C. Reasonable extenuating circumstances prohibiting the fulfilling of said contract(s) will be
20 considered by the District and may constitute sufficient cause for release from said contract(s).
21

22 A letter of resignation must be submitted to the Superintendent's office. Release from contract prior
23 to June 1 for the coming academic year shall be granted provided a letter of resignation is submitted
24 prior to that time. A release from contract shall be granted after June 1 and until August 1 provided
25 a satisfactory replacement can be obtained. A release from contract may be granted at the Board's
26 discretion in case of illness or other personal matters which make it impossible for the employee to
27 continue in the District.
28

29 Section 9: **Release from Contract**

30
31 Employee will be released from contract prior to June 30 for the coming academic year provided a
32 letter of resignation is submitted to the Superintendent's office. Teacher resignations will not
33 ordinarily be accepted during the school year, or for the next school year after June 30, unless a
34 suitable replacement can be found before the effective date of the proposed resignation or the start
35 of the next school year. A release from contract may be granted at the Board's discretion in case of
36 illness or other personal matters which make it impossible for the employee to continue in the
37 District.
38

39 Section 10: **Assignment, Transfer and Vacancies**

40
41 **Transfer Definitions**

42
43 Voluntary Transfer – a change in worksite mutually agreed to by both the District and employee.
44

45 Involuntary Transfer – a change in worksite not agreed to by the employee or a position taken by
46 an employee due to the employee's current teaching position being eliminated.
47

1 Reassignment – the assignment of an employee from one position to another within the same
2 worksite mutually agreed to by both the District and employee.

3
4 Involuntary Reassignment – a change in assignment of an employee within the same worksite
5 from one position to another and is not agreed to by the employee or due to the employees’
6 current teaching position being eliminated.

7
8 Vacancy – any opening that may occur at a worksite, including those that are newly created.

9 10 **Processes**

11 Employees shall not be assigned, except in accordance with the regulations of the State Board of
12 Education.

13
14 When co-curricular opening occurs, the procedure outlined below in this section shall apply.

15
16 Prior to the posting of a vacancy, a minimum of three (3) working days is allowed for staff within
17 the building with the vacancy to be considered for reassignment. Employees who desire
18 consideration to change their assignment within their building shall notify their building principal in
19 writing. An employee shall be on a continuing contract to be considered for in-building
20 reassignments.

21
22 After the in-building posting process is complete, internal and external posting may occur
23 simultaneously. An e-mail will be sent to employees with the posting notice attached. Positions will
24 be posted for a minimum of five (5) days. Employees who desire consideration for transfer to
25 another position in another building within the district for the upcoming school year must apply for
26 any open position through the Human Resources application process. All district employees who
27 apply for a vacancy for which they are qualified will be interviewed.

28
29 Employment of any new employee for a specific position shall not be made until all current
30 employees with a pending application for transfer or request in writing for reassignment have been
31 considered and interviewed by the District or building administration. Employee must apply for any
32 open position through the Human Resources’ application process. Open positions will be considered
33 but not necessarily granted in the following order: in-building reassignment requests, in-District
34 transfer request and then out-of-District candidates. Part-time employees (less than 1.0 FTE) are
35 eligible for reassignment or transfer to full-time positions. District and building administration shall
36 make all placement decisions.

37
38 If a unit member’s request for a voluntary transfer is denied, the unit member shall be granted upon
39 request a meeting with the administrator who denied the request to discuss the reasons for denial.
40 The unit member may have a union representative present at the meeting. The meeting shall occur
41 within ten days of the request.

42
43 Positions opening two (2) weeks prior to the commencement of the school year or openings during
44 the school year which are suddenly precipitated and are temporarily filled, shall be posted as soon as
45 possible.

46
47 Prior to making public the individual selected to fill a position, the District will make a reasonable
48 effort to notify all finalist candidates as to the decision (a finalist candidate is defined as a District
49 employee who has been granted an interview).

1 If the District decides it is necessary to transfer an employee involuntarily, the district will provide
2 said employee with thirty (30) calendar days advance notification except in case of an emergency or
3 where any delay would not be in the best interest of the educational program of the district.

4
5 At least six months prior to the opening of new buildings, timelines, positions, and processes will be
6 established and posted in each building. Updates on the process will be published periodically and
7 posted in each building.

8 9 Section 11: **Length of Contract**

10
11 The length of the base employee contract shall be one hundred and eighty (180) days plus the
12 number of professional learning days funded by the state.

13
14 The Burlington-Edison School District and the Burlington-Edison Education Association agree and
15 affirm the following beliefs:

- 16
17 A. The success of the District is dependent upon hiring and retaining the highest quality certificated
18 staff.
19 B. Providing a quality education for students requires from certificated staff a commitment to the
20 profession beyond the basic contract, normal workday hours, and school year.
21 C. State law allows additional compensation for additional time, additional responsibilities, or
22 incentives (TRI).
23 D. The additional commitment required of the Burlington-Edison certificated staff cannot be
24 accurately measured in hours or days.
25 E. The time necessary to fulfill any one certificated staff member's responsibilities will vary from
26 that of another, as determined by the individual's own professional judgment.

27
28 The District and the Association agree that providing a quality education for students requires
29 from employees a commitment to the profession beyond basic education funding, the normal
30 workday hours and school year. In recognition of this commitment, the District will provide a
31 base salary to all certificated employees in recognition of services related to instruction of
32 students and which includes the duties formerly included in the responsibility stipend such as:

- 33
34 A. Preparation of the classroom or workspace before, after, and during the school year for quality
35 instruction or support of instruction;
36 B. Building activities outside the workday, such as fall and spring open houses, curriculum nights,
37 parent education nights, school award nights and other school community functions and
38 concerts;
39 C. Self-reflection, goal setting and related professional growth activities
40 D. Grade level department and faculty meetings;
41 E. Fulfillment of contract expectations that may fall outside the regular workday such as planning
42 of instruction and curriculum, the evaluation of student work, the preparation of student
43 assessments, the preparation of summative progress and grade reports for timely distribution,
44 IEP and Section 504 meetings, and communicating with parents and students.

45
46 Payment of the base salary shall be made in (12) equal monthly installments. A part-time
47 employee will be compensated in the same ratio that their service bears to full-time service.

1 Technology Stipend:

2 The District will also provide to employees a supplemental contract for the duties related to use and
3 to integrate technology to fully utilize the technology resources provided by the district to
4 accomplish work instructionally and to fulfill their professional responsibilities. This additional
5 compensation is for duties beyond the contract year including professional development, learning,
6 and implementation of district required technology. Such responsibilities may include:

- 7
- 8 • Training and integration of district adopted and provided technology;
 - 9 • Classroom technologies to enhance the learning environment for all students;
 - 10 • Curriculum resources;
 - 11 • Assessment, grading data and record keeping systems;
 - 12 • District-directed electronic/video meeting implementation;
 - 13 • Learning management system;
 - 14 • Learning assistive technology.
- 15

16 This stipend shall be equal to 1% of the top cell's base salary identified in Appendix D and will be
17 paid in in twelve (12) equal payments through the year (pro-rated by FTE).

18

19 Professional Learning Stipend (PLS):

20 The District will provide to employees at MA+90 (Step 15 and 16) of the salary schedule an
21 additional supplemental contract for the duties related to professional learning referred to as a
22 professional learning stipend (PLS). The PLS is provided as an incentive to fulfill responsibilities
23 related to the District's program of professional learning under RCW 28A.415.430. The parties
24 agree to the importance of meaningfully implementing districtwide professional learning and the
25 role of experienced teachers. This includes a commitment by the employee to select attendance at
26 District-sponsored training in these areas, collaboration with colleagues regarding these
27 initiatives, and meaningful work on implementation of this initiative, or any combination of
28 activities related thereto.

29

30 For Step 16, MA+90, this stipend shall be 5.85% of the base salary. For Step 15, MA+90, this
31 stipend shall be 3.5% of the base salary.

32

33 The parties intend that all salaries paid are in compliance with salary compliance laws and
34 compensation limits. Should it be determined that the payment of salaries is not in legal
35 compliance, the parties agree to meet to address the needed changes.

36

37 Effect of Levy Failure

38 In the event the District's enrichment levy does not pass, and/or legislation limits the District's
39 authority to collect or allocate these funds, and/or the legislature reduces the certificated employee
40 salary allocation including funding for the professional learning days, and/or the legislature
41 eliminates K-3 enhancement funding the District and the Association agree to meet and negotiate
42 regarding the amount of compensation impacted by the legislative change.

43

44 Section 12: **Professional Learning and Collaboration Days**

45

46 Intent

47 It is the intent of the parties to work collaboratively to structure scheduled professional learning
48 and collaboration time in a manner that supports staff in their efforts to accomplish identified

1 school improvement objectives. To this end the parties agree that both the District and staff-
2 directed components of the Professional Learning and Collaboration Days will focus on the
3 following objectives:

- 4
- 5 • Fostering a school culture of collective responsibility and shared accountability for
- 6 student achievement
- 7 • Reducing variance in opportunity to learn from classroom to classroom and school to
- 8 school
- 9 • Strengthening individual teachers at various career stages or with differentiated needs
- 10 • Supporting school and district goals and program implementation
- 11 • Employees will be provided encouragement for innovation and risk-taking with a focus
- 12 on improvement of student learning.
- 13

14 Activities

15 Activities supporting this professional learning and collaboration may include, but are not
16 limited to: planned professional development delivered by trained facilitators and/or teacher-
17 leaders; grade level, department, or vertical team data-based collaboration; collaborative lesson
18 planning or lesson study; collaborative cycle of inquiry reflection; school or district continuous-
19 improvement reflection.

20 Scheduled Days

21 The District will provide six (6) professional learning and collaboration days. For the 2024-2025
22 and 2025-2026 school year, three (3) Professional Learning and Collaboration Days paid at the
23 employees per diem will be provided to certificated staff members above the base contract. The
24 three days prior to the school year will be part of the employee's base contract. The type and use of
25 these days are outlined below:
26

- 27
- 28 • Three (3) workdays prior to first student day for professional learning and collaboration
- 29 ○ One District-directed
- 30 ○ One teacher-directed
- 31 ○ One day will be 0.5 teacher-directed and 0.5 District-directed
- 32 ○ Scheduling of these days will be determined by B-ESD and B-EEA
- 33
- 34 • Three (3) Professional Learning days placed on calendar
- 35 ○ Scheduling of these days will be determined by B-ESD and B-EEA
- 36 ○ Each day will be half District-directed and half teacher-directed with the intent that
- 37 the entire day will focus on professional learning and collaboration as described
- 38 herein; District may support teacher led or teacher requested professional learning
- 39 and collaboration during teacher directed time.
- 40
- 41 • Early release time will be focused on teacher collaboration. It is agreed upon by both B-EEA
- 42 and B-ESD that early release time shall be directed by the Instructional Leadership Team of
- 43 each respective building. At the high school, the first early release day of each month will be
- 44 teacher directed and the third early release day of each month will be for the purpose of
- 45 working in collaborative fashion with colleagues for the purpose of implementation of PLC
- 46 work. At elementary sites, both the first and third early release day of each month will be
- 47 teacher directed.
- 48

- The administration will work collaboratively with ILTs to develop an assessment framework to allow staff to provide data regarding the efficacy of District-directed time. ILTs will consider this data when contemplating adjustments designed to improve the relevance of this time.

Section 13: **Stipend for Mentoring New Teachers**

Employees at Step 19 of the salary schedule will be paid a stipend equivalent to one-half (1/2) day at per diem on a supplemental contract (prorated by FTE) paid in November. This stipend will also be paid annually each November thereafter until they reach Step 24. Employees at Step 24 of the salary schedule will be paid a stipend equivalent to one (1) day at per diem (prorated by FTE) on a supplemental contract in November; this stipend will also be paid annually each November thereafter. This stipend is in recognition of the additional work related to mentoring and support of teachers new to the profession. In addition, teachers may engage in expanded professional development regarding such leadership activities in order to support effective classroom management and instructional strategies within the building.

Section 14: **Per Diem**

Per diem shall be based on dividing the employee's base salary by the number of days in the employees' base work year.

Section 15: **Terms of Employment for Substitute Teachers**

- A. Substitute teachers are individuals who are employed during a school year in one or more positions.

Substitute Teachers shall receive all contractual rights under this Agreement, excluding:

1. Article V, Sections 5 through 14
2. Article VI
3. Article VII, Sections 2 through 21
4. Article VIII, Sections 5 through 19
5. Article IX

The daily rate of pay for a substitute teacher shall be one hundred eighty-seven dollars and fifty cents (\$187.50).

- B. Leave replacement substitutes are those individuals hired to replace an employee granted by the Board of Directors a specific leave of absence of more than twenty (20) days or an individual who replaces for more than 20 consecutive days an employee who is on leave. The daily rate of pay shall be commensurate with the employee's training and years of experience when placed on the salary schedule effective from the first day of employment as a leave-replacement substitute.

Leave-replacement substitutes shall receive all contractual rights under this Agreement excluding Article VIII, Section 6.

1 Leave-replacement employees will be granted leaves in Article V on an earned pro-rata basis
2 according to the number of days worked. Employees must earn one (1) full day leave before
3 using any leave.

- 4
5 C. The conditions of Article IV, Section 5, shall apply to leave-replacement employees, except
6 that the amount paid shall be computed on a pro-rata basis according to the number of days
7 worked. The district will deduct the dues and send them to the Treasurer of the Association.

8
9 Substitute teachers and leave-replacement employees may participate in insurance programs
10 specified in Article VII, Section 11 under the rules and regulations adopted by the School
11 Employees Benefits Board (SEBB).

- 12
13 D. A full-time substitute is defined as one who is not assigned to a regular teaching position but
14 is assigned on a day-to-day basis to substitute for employees absent from their positions or to
15 perform such other work as determined by the district for which little or no preparation is
16 required.

17
18 Full-time substitutes will be paid 70 percent of their placement on the salary schedule in
19 twelve (12) payments and will receive the same health benefits as prescribed in this
20 collective bargaining agreement for all other employees. Full-time substitutes will be a
21 member in good standing of the Education Association with all rights and responsibilities
22 pertaining thereto.

- 23
24 E. When assigned by an administrator or designee, employees who cover classes for other
25 employees, up to and including 3.75 hours, will be paid at per diem for actual time covered,
26 rounded up to the nearest thirty (30) minute increment. Employees who cover for more than
27 3.75 hours will be paid \$375 plus their regular pay.

28
29 Section 16: **Employee Immunization**

30
31 The District may request proof of immunization from its employees in accordance with state and
32 federal law. Once immunization records have been provided to the District, such records shall be on
33 file at the District Office.

34
35 The District will assist staff by maintaining a database containing immunization records and/or
36 immunization proof as provided by the employee. Employees can access immunization paperwork
37 status via the employee online system. As part of its orientation, the District will notify new hires of
38 the immunization policy.

39
40 Any employee who is recommended for exclusion from his/her worksite by a public health or other
41 agency related to an outbreak of a vaccine-preventable disease and has submitted to the District
42 documentation concerning his/her immunization history claiming either a bona fide religious
43 objection to or medical exemption from the necessary immunization may use available sick or
44 personal leave for any day of exclusion. Once these leave entitlements are exhausted, the District
45 may, but is not obligated to, provide alternative educational work activities, including acting as a
46 substitute at another school site.

ARTICLE VI – LEAVES

Section 1: Sick Leave/Emergency Leave

In accordance with RCW 49.46.210, sick leave will be granted for an absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care. Sick leave will also be granted for the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care or for other uses listed in RCW 49.46.210.

Leave with compensation for illness, injury, and emergencies shall be granted and accrue at a rate of twelve (12) days per year. For persons under contract as part-time employees, that portion appropriate for their ratio to a full-time employee shall be granted. Leave days will be granted the first working day of the employee year. Persons hired into the district with previous in-state work experience in districts or agencies, as specified in Article VI, Section 1, D, shall be entitled to the transfer of such sick leave upon receipt of proper verification.

Leave not taken shall accumulate from year to year up to a maximum of one hundred eighty (180) days. The balance of accumulated sick leave days as of December 31 of the previous year shall be reported as a part of the employee contract each year.

Should an employee leave the District's employment prior to the close of a school year having used sick leave beyond that accrued on the basis of one day per month, the District shall have the right to recapture the value of that excess sick leave at or before the time the final compensation is made.

Emergency Leave for this section shall be defined as follows:

- A. The problem must have been suddenly precipitated and must be of such a nature that preplanning is not possible or where preplanning could not have relieved the necessity for the employee's absence.
- B. The problem cannot be of minor importance or mere convenience but must be of a serious nature.

Employees, upon finding it necessary to be absent from their assigned duties by reasons of illness, injury, or emergency shall notify their immediate supervisor at the earliest convenience stating the reason and the anticipated duration. For planned surgeries or anticipated disablements which will necessitate illness or injury leave, the affected employee shall notify his or her immediate supervisor, as soon as they are made aware of the anticipated dates during which leave will be required.

The employee may be required to provide a statement from his/her licensed medical doctor stipulating that the employee's health condition requires that leave be granted at the time requested.

Upon return to duty, the employee shall be required to sign an absence report verifying the absence. During all other leaves granted by the District, the loss of sick leave benefits occurs only as

specified in the language for each leave. The District agrees to adhere to the provisions of the WA Family Leave Act and the WA Family Care Act.

Section 2: **Disability Attributable to Childbirth or Pregnancy**

A staff member may use accumulated, paid sick leave for the period of actual disability attributable to pregnancy or childbirth. If the employee's accumulated sick leave is exhausted during the period of leave granted for disability, the District may grant a leave of absence without pay or fringe benefits, upon the employee's request, for the remainder of the period of actual disability due to pregnancy or childbirth. The employee shall return to work when certified able to do so by her attending physician. During any unpaid portion of such leave of absence, the employee may pay the premiums for any district insurance plans. The District agrees to adhere to the provisions of the WA Family Leave Act and the WA Family Care Act.

A pregnant employee may continue working as long as she is capable of performing her normal duties, with the written approval of her physician or licensed practitioner. An employee anticipating disability due to a pregnancy shall notify her immediate supervisor and the Superintendent a reasonable time before the planned or anticipated maternity leave, usually thirty (30) days in advance. Written notice to the District shall include the approximate beginning and ending dates for the requested leave which may be for a period of time up to the beginning of the next school term or school year or for an agreed upon time with the superintendent and Board.

- A "working day" is defined as one that the employee would be required to work.
- Physician certification will be required by the District or provided voluntarily by the staff member for leaves extending beyond 45 calendar days.

Section 3: **Family Leaves**

A. **Family Care**

Employees may use accrued sick leave to care for an individual(s) residing in their home, a family member, or an extended family member, in accordance with the WA Family Care Act.

B. **Bereavement Leave**

Employees shall be granted a leave of absence with pay for five (5) days when such absence is occasioned by a death in the family. "Family" is defined as an individual(s) residing in their home, a family member, or an extended family member.

C. **Family and Medical Leave Act (FMLA)**

The District will offer FMLA pursuant to Board Policy 5404 and applicable law.

D. **Birth or Adoption of Child**

Leave shall be granted upon the same terms to male employees as is appropriate and available to female employees upon the birth or adoption of the employee's child. Leave shall be granted upon the same terms to employees who become adoptive parents or stepparents, at the time of birth or initial placement for adoption of a child under the age of six, as is available to employees who

1 become biological parents. Such leave is available only when the child will live in the employee's
2 household at the time of birth or initial placement. These leaves may be in addition to those
3 provided under the WA Family Leave Act and or WA Family Care Act. In the event these leaves
4 conflict with either the more generous shall prevail.

5 6 E. Adoption Processing Leave

7
8 Adoption Processing Leave shall be for two (2) days without deduction of pay and three (3) days
9 with a deduction of substitute pay. This leave is non-accumulative. All requests shall be made in
10 writing to the Superintendent and approved by the Board. (See Section 3.A. for leave pertaining to
11 childcare relative to supervision.)
12

13 Section 4: **Paid Family and Medical Leave (PFML)**

14 15 A. Program Eligibility

16
17 Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the
18 Washington State Family and Medical Leave and Insurance Act. The District shall use the state
19 PFML insurance program, administered by the Washington State Employment Security
20 Department (ESD). To be eligible for this leave, employees must have worked a minimum of 820
21 hours over four (4) consecutive calendar quarters and have a qualifying event. Qualifying events,
22 eligibility for the PFML benefit, and the amount of that benefit, are determined through the ESD.
23

24 B. PFML and FMLA

25
26 When a PFML-qualifying event continues after an employee's use of FMLA leave, an employee
27 may elect to use PFML consecutively after FMLA leave. When an FMLA-qualifying event
28 continues after an employee's use of PFML, an employee may elect to use FMLA leave
29 consecutively after PFML.
30

31 C. PFML and Sick Leave

32
33 Employees may use accrued sick leave to supplement such paid leave received under the State's
34 Paid Family and Medical Leave program for which the employee qualifies. The use of this
35 accrued paid leave concurrent with PFML will be considered a supplemental benefit under
36 PFML rules. If an employee elects to use accrued sick leave to supplement the PFML benefit,
37 this may be done in increments of 2.5 hours or 5 hours of leave per day for the duration of the
38 PFML leave. The employee will notify the District of this election prior to or at the time of the
39 employee's PFML leave. Any changes to this election must occur by the 15th of each month via
40 notification to the District Human Resources office.
41

42 D. Health Benefits

43
44 SEBB will maintain health insurance benefits during PFML leave. Employees must continue to
45 pay the employee share of such health insurance premiums during the PFML leave of absence.
46 Such payment will be deducted per normal procedure from the employee's monthly pay or, if the
47 employee is not receiving pay, will be paid by the employee in the form of a check provided to
48 the District by the 1st of each month following a month in unpaid status.

1 E. Premiums

2
3 The District shall pay the statutory employer wage premium and the employee shall pay the
4 statutory individual wage premium through payroll deduction to fund this leave.
5

6 F. Notices, Procedures and Claims

7
8 The District will post a notice in a common area in each workplace about the benefits available
9 under PFML. Employees are responsible to file claims with the ESD in accordance with ESD
10 procedures, and benefit payments will come from the ESD. An employee must provide the
11 employer at least thirty (30) days' written notice before PFML is to begin if the need for the leave
12 is foreseeable based on an expected birth, placement of a child, or planned medical treatment for
13 a serious health condition. An employee must provide the employer written notice as soon as is
14 practicable when thirty (30) days' notice is not possible. The District will provide employees
15 with a known qualifying event a written statement of their rights, and upon request, discuss the
16 intersections between various leave entitlements should an employee have questions regarding
17 filing a claim with the ESD.
18

19 Section 5: Shared Leave Program

20
21 A voluntary program for sharing of accrued sick leave shall be available as allowed in State Statute
22 and shall be administered by the District.
23

24 Section 6: Use of Long-term Disability Insurance

25
26 Employees who suffer long-term disabilities of more than ninety (90) calendar days due to illness or
27 injury, and who are covered by the long-term disability insurance, shall be eligible to receive
28 compensation from that plan at the conclusion of the 90-day waiting period. At the end of the
29 waiting period, the employee may choose to continue to receive compensation from accrued sick
30 leave days and/or to move to receiving compensation from the long-term disability plan in lieu of
31 use of additional accrued sick leave days. In either case, the employee will be defined as "being on
32 sick leave" with all rights and responsibilities pertaining thereto.
33

34 Section 7: Jury Duty and Subpoena Leave

35
36 If jury duty is required, the employee shall be granted leave and pay less jury duty pay. If
37 subpoenaed to appear on matters not related to other employment or personal business as a result of
38 actions caused by the employee's individual initiative, leave may be granted with full pay less any
39 payment beyond expenses for the hearing.
40

41 Section 8: Other Leaves

42
43 Requests for leaves other than those specifically named in this article may be directed in writing to
44 the Board and the Board may consider each request on its individual merits, and the decision of the
45 Board will be final.
46

47 Each request must specify the reason for the leave and consideration will include, but not be limited
48 to, the following criteria:
49

1. Professional improvement.
2. Improvement to District program.
3. Does not adversely affect the program of the District.
4. Qualified replacement is available.

The Board will make a decision on each request. Such determination shall be sent to the applicant in writing in a timely manner.

These leaves may be granted on the same basis as Professional Study Leave.

Section 9: **Exchange Leave**

This leave may be granted on the same basis as Professional Study Leave.

Section 10: **Military Leave**

Military leaves will be granted in accordance with the State and Federal Laws.

Section 11: **Professional Study Leave**

Subject to the approval of the Board of Directors, leaves of absence without pay for one year may be granted to any certificated employee who has completed four (4) years of continuous service. When this leave is granted, the absence shall not be construed as a break in service as far as seniority is concerned.

Section 12: **Attendance at Meetings**

Absence for attendance at professional meetings, when approved in advance by the Board may be allowed without deduction. Requests shall be written in advance and submitted for Board approval. If approved, a report shall be made to the Board following the professional meeting if requested.

Section 13: **Association Leave**

Up to twenty-four (24) days of leave shall be available each school year to the Association, for use by employees designated by the Association, for the purpose of conducting Association business.

No more than one half of the allowed days shall be used by any one employee unless permission is granted by the District. In addition, the President of the Association shall have available for his/her exclusive use, up to ten (10) additional days for use during the school year, subject to the same provisions below.

The Association shall reimburse the District for the actual cost of a substitute for each day, or portion thereof.

In all cases for Association Leave, the Association shall notify the Superintendent at least three (3) days in advance of such leave whenever possible, but in all cases within at least twenty-four (24) hours prior to taking the leave.

Required attendance at grievance arbitration hearings which are scheduled by an arbitrator shall be excused as applicable to ARTICLE III, Section 6, herein.

The Association agrees to hold the District harmless and defend it against any claims, suits, or other actions resulting from the application of this provision.

Section 14: **Personal Leave**

Each certificated employee shall receive five (5) days leave annually during which time no salary deduction shall be made for absences on account of personal reasons. Staff working less than full time will receive leave prorated based on their FTE. Employees may roll one (1) unused day into the allocation for next school year. Employees may also cash out up to three (3) unused personal leave days at the employee's per diem rate as defined in Article V, Section 14 and such payout will be made in the August warrant. Employees shall notify the District by June 15 if they plan on cashing out their remaining days. The District shall provide notification of the deadline by May 31 of that school year and provide a form for certificated staff to complete and return at least one week prior to the June 15 deadline in order to exercise the cashout option.

Employees shall notify their principal/supervisor of the intent to use this leave at the earliest possible time and shall not be required to define the reason beyond the word "personal." Notice should be given no less than three days prior to the requested date.

Absences of more than three (3) consecutive days for personal leave required approval in advance by the building principal. In special circumstances, the building principal and staff member may mutually agree on increasing this number, not to exceed five (5) to limit the impact to the educational program.

Up to fifteen percent (15%) of certificated staff members at the secondary level and in each elementary building requiring a substitute may be out on personal leave. Total number shall be rounded up to the nearest whole person requiring a substitute. Requests in excess of stated numbers require prior approval by building administrator.

Only leaves for illness, leaves for bereavement, approved duty out of classroom, Association leave, emergency, military, and judicial purposes will be allowed on the workday immediately preceding or following December, February, and April breaks, or the first or last day of school unless special dispensation is granted by the Director of Human Resources.

Personal leave days shall be taken in full or half-day increments.

Section 15: **Teacher on Leave and Similar Leaves**

When an employee is on leave for a program such as "Teacher-On-Leave," and is replaced by an individual for a specific, limited period of time, the following conditions will prevail:

- A. The employee on leave, who has remained a paid employee of the District, will continue to receive all benefits and protections as prescribed in this contractual agreement.

The employee will remain a member of the Association, with all rights and responsibilities pertaining thereto; including regular and full payroll deduction of Association dues.

1 B. The individual replacing the employee on such leave will receive all benefits and protections
2 prescribed in this contractual agreement. Health insurance benefits will be provided either
3 through the District payroll deduction program or through the cooperating institution.
4

5 The replacement employee will be provided full retirement benefits through either the District or the
6 cooperating institution.
7

8 The replacement employee will become a member in good standing of the Association, with all
9 rights and responsibilities pertaining thereto.
10

11 The replacement employee will, through either payroll deduction or cash payment, enroll as a
12 "Reserve" member of the Association, thus minimizing the cost to the individual.
13

14 Inclusion of the "Teacher on Leave" program shall not serve as a precedent of past practice; and
15 future programs and leave replacements of such a nature will require the mutual acceptance of both
16 the Association and District regarding the terms and conditions relative thereto.
17

18 It is understood that the District is under no obligation to hire the replacement employee following
19 completion of the term of employment for the employee on leave.
20

21 Section 16: **Religious Holidays**
22

23 Employees whose religious affiliation requires observances of mandatory holy days on a day
24 when school is in session will be granted up to two (2) days leave for this purpose.
25

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

ARTICLE VII – SALARIES, STIPENDS AND BENEFITS

Section 1: Provisions Governing Certificated Employees' Salary Placement

A. Initial Placement of Certificated Instructional Staff with Degrees on Salary Schedule

Each certificated instructional employee with a degree shall be placed on the Burlington-Edison salary schedule, attached as Appendix D, based on the employee's years of experience, highest degree level, and total eligible credits. An official transcript earned from the granting institution(s) and official verification of all certificated experience shall be on file in Personnel prior to October 1.

For the 2024 – 2025 school year, the base contract amount shall be as reflected on Appendix D.

For the 2025 – 2026 school year, the base contract on Appendix D shall be increased by the state funded salary adjustment, plus 1.5%.

If an employee holds more than one degree of the same level, additional credits shall be counted after the first Bachelor's degree was earned. For placement on the Burlington-Edison salary schedule, years of experience and total eligible credits shall be rounded in accordance with Washington State RCW/WACs and OSPI guidelines.

Support staff who hold Educational Staff Associate (ESA) certification shall be placed on the salary schedule in accordance with provisions consistent to certified staff who are represented by this Agreement and pursuant to Washington State RCW/WACs and OSPI guidelines specific to experience credit granted to ESA certificate holders.

B. Initial Placement of Non-Degreed Certificated Instructional Personnel on Salary Schedule

A certificated instructional employee with either holds no Bachelor's or higher level degree; or holds a Bachelor's or higher level degree and a valid vocational (CTE) certificate but as not used the degree(s) to obtain any past or present education certificate or permit, shall be reported by the school district as "non-degreed" in accordance with State guidelines and placed on the salary schedule as such. Credit and experience shall be granted pursuant to Washington State RCW/WACs and OSPI guidelines.

C. Annual Classification

After all allowable credit for years of experience and eligible credits are granted on October 1, no change in placement on the salary schedule shall be made after that date for the school year.

1 D. Experience Advancement

2
3 "Years of experience" means the number of years of accumulated full-time and part-time
4 professional education employment prior to the current reporting school year in the State of
5 Washington, out-of-state, and in a foreign country. Experience shall be calculated and granted in
6 accordance with Washington State RCW/WACs and OSPI guidelines. Not more than one school
7 year of experience may be counted for any twelve-month (12) period.
8

9 Substitute days, if documented, shall be reported as a part-time professional education employment
10 calculated by dividing the accumulated number of full or partial substitute days by one hundred
11 eighty (180) and rounding in accordance with Washington State RCW/WACs and OSPI guidelines.
12

13 E. Eligible Credits Advancement

14
15 "Academic credits" means credits earned after the awarding or conferring of the employee's first
16 bachelor's degree and earned on or before October 1 of the year for which calculations are made.
17 Credits shall be earned from an accredited community college, college, or university and are
18 transferable or applicable to a bachelor's or more advanced degree program.
19

20 The number of credits equals the number of quarter hours, units, or semester hours each converted
21 to quarter hours. Semester hours are converted to quarter hours by multiplying by one and one-half.
22

23 "In-service credits" means credits earned after August 31, 1987, and earned on or before October 1
24 of the year for which calculations are made. In-service credits are earned in state-approved
25 continuing education programs and are not counted as academic credits or for the purpose of
26 satisfying the requirements of the employee's next highest degree. Ten (10) in-service credit hours
27 equal one (1) in-service credit.
28

29 Clock hours will be granted in accordance with State guidelines and policies.
30

31 "Total eligible credits," for the person whose highest degree is a bachelor's degree, is a sum of
32 academic and in-service credits as defined above.
33

34 For an employee whose highest degree is a master's degree, sum academic and in-service credits in
35 excess of forty-five (45) earned after the awarding or conferring of the Bachelor's degree and prior
36 to the awarding or conferring of the master's degree.
37

38 Section 2: Appendix A Pay

39
40 Employees whose total pay for an extracurricular activity or supplemental contract is twelve
41 hundred dollars (\$1,200.00) or less shall be paid in one lump sum in the May warrant.
42

43 Section 3: Extended Year Assignments

44
45 Employees may make formal application for additional days to be worked in connection with their
46 assignment. Compensation will be made at the employee's per diem rate of pay.

1 Section 4: **Impact of Summer Use of Classroom on Staff**

2
3 Employees whose classrooms or worksites are used for programs outside the regularly scheduled
4 school year in which significant use of the room constitutes an addition to the employee's workload
5 shall receive one day of pay at per diem for time spent preparing the room prior to the use and one
6 day of pay at per diem for time spent restoring the classroom. Employees using their own classroom
7 or worksites for programs outside the regularly scheduled school year shall not receive the two days
8 of pay.

9
10 A district representative will meet with the head of each summer program at the beginning and end
11 of these programs to ensure that the rooms turned over are in appropriate condition.
12

13 Section 5: **Employee Classroom Moves**

14
15 A teacher who is required to move classrooms is entitled to three days at per diem for the move
16 and set up of the new classroom. This does not apply to employees who request to move
17 classrooms or those who apply for, and are awarded to an open position, unless the employee
18 was notified that their position was being eliminated by the District.

19
20 When making a classroom move, employees shall take all personally owned equipment with
21 them. All district, building, ASB, and parent group purchases will stay the property of the
22 building, unless agreed upon by a designated District representative and the employee.

23
24 Should the District trigger a District-wide reconfiguration of buildings, the parties will come
25 together to determine appropriate support for classroom moves for impacted staff.
26

27 Section 6: **Sub Pay for Part-time Employees**

28
29 Part-time employees, who substitute for other staff in the District, will be paid at their normal full
30 rate of pay, per diem. The absent staff member is responsible to provide completed lesson plans.
31

32 Section 7: **Payment Provisions**

33
34 Payroll shall be issued to employees the last working day of each month or the last business day
35 when the State apportionment is not available on the last working day.

36
37 In the event of a mistake in payment resulting in overpayment, correction shall be made in equal
38 amounts per pay period over the same number of pay periods as the over-payment occurred, but
39 shall not exceed twelve (12) months. In the event of retirement or termination of district
40 employment prior to the completion of repayment of an over-payment to an employee, the amount
41 remaining shall become immediately due.

42
43 In the event of a mistake in payment resulting in underpayment, correction shall be made in one
44 lump sum in the pay period immediately following the notification of error.

45
46 When an employee is requested or contractually bound to provide services beyond the base
47 contract year they will compensation per the Per Diem schedule.

1 Section 8: **Travel Reimbursement**

2
3 In the event that a certificated employee must use his/her own vehicle for approved District travel,
4 they will be compensated at the maximum rate allowed by the Internal Revenue Service.

5
6 Application for compensation for travel will be reported to the District Office showing the total
7 miles traveled, the destination for each trip, and the reason for each trip. Travel reported sixty (60)
8 days late will not be honored.
9

10 Section 9: **Reimbursements and Payments**

11
12 All reimbursements or payments due as outlined in the agreement reported after the end of the fiscal
13 year (August 31) will not be honored. Grant related reimbursements or payments must be submitted
14 per the grant regulations and timelines.
15

16 Section 10: **Payroll Deductions**

17
18 The District shall, upon receipt of appropriate authorization, deduct from the employee's salary
19 Association dues, medical premiums, tax-sheltered annuity plan installments, salary insurance and
20 long-term disability premiums, credit union installments and deposits, and United Way
21 contributions.
22

23 Available health care, long-term disability, and salary insurance programs are determined by the
24 membership of the education association.
25

26 A minimum of five (5) members must sign authorizations to join and be accepted before deductions
27 are made for a particular annuity program. Exceptions may be allowed if mutually agreed to by the
28 District and the Association.
29

30 The District shall not be held responsible for errors resulting from inaccurate or inadequate
31 information provided by the employee.
32

33 Section 11: **Insurance Benefits**

34
35 **Employer Contribution:**

36 The District shall pay the full portion of the employer contribution as adopted in the School
37 Employees Health Care Coalition agreement for all employees who meet the eligibility
38 requirements as defined by SEBB.
39

40 The District will provide benefits to employees through SEBB, to include but not be limited to:

- 41 • Basic Life and accidental death and dismemberment insurance (AD & O)
 - 42 • Basic Long-Term Disability
 - 43 • Vision
 - 44 • Dental including orthodontia
 - 45 • Medical Plan
- 46

1 Employees will be able to access any supplemental insurance that they choose to enroll in through
2 SEBB directly from SEBB. (e.g. increased Life, AD & D, long-term disability, etc.) Employees will
3 also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High
4 Deductible Plan (HDHP) is selected for their medical insurance.

5
6 **Eligibility:**

7 All employees, including substitute employees, shall be eligible for full insurance coverage under
8 the SEBB program if they work, or are anticipated to work 630 hours or more in an eligibility year,
9 so long as they maintain an employee/employer relationship.

10
11 Should an employee who previously was not expected to be eligible for benefits under SEBB work
12 630 hours in one year, the employee will become eligible for benefits to begin the month after
13 attaining 630 hours.

14
15 When an employee is hired into a position that would qualify for benefits if filled for the full
16 eligibility year, there are not enough days remaining in the year to achieve 630 hours and the
17 employee is anticipated to work at least six hundred thirty hours the next school year, that employee
18 will be provided with benefits coverage.

19
20 Any employee who has worked 630 hours in the previous two years and is returning to a similar
21 position(s) at the same or greater FTE will be deemed eligible for benefits.

22
23 All compensated hours in any position within the district shall count for purposes of establishing
24 eligibility.

25
26 **Benefit Enrollment and Continuity of Coverage:**

27 In the month of September, benefit coverage for eligible employees begins their first day of work,
28 so long as the employee works on or before the first day of school. For all other eligible employees,
29 benefit coverage will begin the first day of the month which follows the employee's first day of
30 work.

31
32 When a new employee was previously employed by a SEBB employer and was eligible for SEBB
33 coverage, that employee will have uninterrupted benefit coverage if the employee is anticipated to
34 work 630 hours in a school year.

35
36 **Leaves:**

37 Paid leave hours shall count toward eligibility for benefits under this section. Unpaid leave will be
38 assessed on a case-by-case basis and the Association will be notified of any change in eligibility
39 status for an employee due to unpaid leave.

40
41 **Benefit Termination:**

42 Any employee eligible for benefits who terminates the employee/employer relationship shall
43 continue to receive benefits through their final month of employment.

44
45 In cases where separation occurs after completion of the student year, benefit coverage will continue
46 through August 31. Any exception shall be requested by the employee and confirmed by the
47 District.

1 **Legislative Changes:**

2 If the Washington State Legislature or Health Care Authority changes the SEBB to allow for
3 changes in employer contributions toward elective benefits or changes the medical coverage
4 provisions either party can reopen Article VI, Section 11 for negotiation the changes to the extent
5 allowed by law.
6

7 Section 12: **Voluntary Employees' Beneficiary Association (VEBA)**

8
9 For the 2024-2025 school year, the District will contribute \$90 per month into each eligible
10 employee's HRA (Health Reimbursement Arrangement), commonly referred to as a VEBA account
11 (pro-rated by FTE). This rate shall increase to \$95 per month beginning with the 2025-2026 school
12 year.
13

14 Section 13: **Employee Assistance Program**

15
16 The District will provide to all employees an agreed-upon employee assistance program.
17

18 Section 14: **Sick Leave Cash-Out**

19
20 Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio
21 of one (1) full day's monetary compensation for four (4) accumulated sick leave days. At the
22 employee's option, they can cash-out their unused sick leave days in January of the school year
23 following any year in which more than sixty (60) days of sick leave is accrued and each January
24 thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full
25 days of accrued sick leave.
26

27 The employee's sick leave accumulation shall be reduced four (4) days for each day compensated.
28 No employee may receive compensation for sick leave accumulated in excess of one (1) day per
29 month. Payment must be made no later than the March payroll.
30

31 At the time of separation from school district employment due to retirement or death, an eligible
32 employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current
33 monetary compensation of the employee for each four (4) full days accrued sick leave for illness
34 and injury. Payment must be made no later than the payroll ending the first full month following
35 separation.
36

37 For the purposes of this provision, retirement shall be defined as when an employee is separated
38 from district employment due to resignation for retirement or death.
39

40 For the purpose of sick leave cash-out, maximum accumulation shall be 180 days.
41

42 Section 15: **National Board Certification**

43
44 The District will pay all National Board Certificated teachers an annual \$500 stipend and will pay
45 all nationally certified specialists a \$2,000 stipend. The employee is required to submit verification
46 of national certification to the Human Resource Department.

1 Section 16: **Instructional Leadership Teams (ILT)**

2
3 The parties agree the most effective educational systems are those that strive to empower all
4 invested stakeholders in the ultimate success of learners.

5
6 In order to actualize the empowerment of stakeholders, increase staff leadership, and accomplish
7 the ILT's objectives, each building's ILT will annually create and/or revise norms governing the
8 goals, methods, and operation of the ILT. All ILT participants will work on a collaborative and
9 equal basis to establish these norms.

10
11 ILT members will be paid as listed on Appendix A of the Collective Bargaining Agreement.

12
13 Each High School ILT member shall receive an additional stipend of \$1,500 (to appear on
14 Appendix A of the Collective Bargaining Agreement) to serve as their department lead.

15
16 Section 17: **Incentive Supplemental Contract**

17
18 The District may offer a one thousand dollar (\$1,000) signing and incentive supplemental
19 contract to 1.0 FTE hard to fill positions. The \$1,000 signing and incentive supplemental
20 contract shall be paid in one lump sum in the September pay warrant of the first three years of
21 employment (\$3,000 total). It is understood and agreed that if employee leaves employment
22 prior to working three (3) full years, the employee shall pay back the \$1,000 earned in the last
23 year of employment. This signing and incentive contract is only available to employees hired for
24 hard to fill positions beginning with school year 2015 – 2016.

25
26 Hard to fill positions are defined as those positions which have been posted more than once and
27 over twenty (20) calendar days in any given academic year to which no suitable applicants were
28 identified.

29
30 Section 18: **Overnight Camp**

31
32 Certificated staff who accompany and supervise students at Camp Orkila, Mountain School or
33 equivalent camp will be compensated at the rate of \$150.00 per night.

34
35 Section 19: **High Poverty School Support**

36
37 Employees assigned to buildings identified by the National Board as a challenging high poverty
38 school shall be eligible to be paid for one (1) additional per diem day per school year. This
39 additional time shall be for the purpose of pursuing professional development or activities in areas
40 identified in each building's School Improvement Plan performed outside of the employee's
41 regular workday. Such work shall be documented on a District approved form and paid in the
42 July warrant.

43
44 Section 20: **Dual Language Program Support**

45
46 A. The parties recognize that the instructional needs of a dual language program require
47 employees assigned to these programs to work additional time beyond the normal
48 workday/year in order to meet the needs of this unique instructional model. Classroom

1 teachers in the dual language program will receive a supplement contract for \$3,500 in
2 recognition of this work, paid in the June warrant. Specialists and support staff assigned in
3 the dual language program will receive a supplement contract of \$1,500 paid in the June
4 warrant.

5
6 In the 2025-2026 school year, classroom teachers in the dual language program will receive a
7 supplemental contract for \$4,000 in recognition of this work, paid in the June warrant.
8 Specialists and support staff assigned in the dual language program will receive a
9 supplemental contract of \$1,750, paid in the June warrant.

- 10
11 B. The District will add \$6,000 (prorated by assigned staff) to respective building budgets for
12 the purpose of purchasing additional materials and supplies to support the dual language
13 programs.
14

15 Section 21: **Early Notification**

16
17 Certificated employees, who have worked a minimum of five (5) years in the Burlington-Edison
18 School District, will be allowed a payment of \$2,500 (or less based on FTE) for early notification
19 of planned resignation/retirement from their full position by December 15 of each school year.
20 Employees who provide notification between December 16 and February 15 of each year shall
21 receive a payment of \$2,000 (or less based on FTE). The employee must submit a letter of
22 resignation/retirement to the appropriate district administrator, by the preceding dates, stating the
23 intent to resign/retire by August 31st of the same year. The lump sum payment will be processed
24 no later than July 31st of that year. The School Board will act on the resignation/retirement letter
25 at their regularly scheduled meeting on or before April 30th. Once board action takes place it
26 becomes non-revocable.

27
28 The purpose of this grant is to enlist the assistance of employees in providing for an orderly
29 transition from one school year to the next. In return for this grant, employees are requested to
30 leave their room and equipment in good order and to provide the replacement employees with
31 inventories and information necessary for them to assume the duties of their new assignment.
32 Employees may also be asked to participate in an exit conference with the person who will be
33 filling the position (or supervisor if position is not filled prior to June 30). These responsibilities
34 shall be completed by June 30 of the current year.
35

36 Compensation under this section shall be for the termination of employees' contract rights and
37 shall not be included for purpose of computing a retirement allowance under any public
38 retirement system in this state as specified in RCW 28-A.400.220 (2).
39

ARTICLE VIII – OTHER TERMS AND CONDITIONS OF EMPLOYMENT

Section 1: **Calendar**

The following principles shall be applied in determining the school calendar for any given year:

1. The first student day will be following Labor Day, except in those years in which Labor Day is unusually late.
2. Winter Vacation will be at least two (2) full weeks.
3. The mid-winter break shall be at least four (4) full days in conjunction with Presidents' Day.
4. Spring break will be the first full week in April. ("Full week" is defined as one in which all days are in the month of April.)
5. Beginning with the 2025 – 2026 school year, the calendar will include two (2) snow day make-up days scheduled within the school year.

Actual application of these principles shall be determined by the Staff Calendar Committee.

Included within the one hundred eighty (180) student days there shall be half-days for employee grading/planning. The days shall be allocated as follows:

- A. Staff members in grades K-6 shall receive half-days (the afternoon) on the last day of each trimester for grading and planning, as directed by the employee.
- B. Staff members in grades 7-12 shall receive half-days (the afternoon) on the last day of each quarter grading period for grading and planning, as directed by the employee.
- C. Specialists not receiving release time as a result of job assignments shall be compensated up to one half day (1/2) at their per diem rate for time worked. Specialists will complete and submit a timesheet to supervisor documenting time worked.

Section 2: **Workday**

The employee's day shall be seven and one-half (7-1/2) hours, including a thirty- (30) minute duty-free lunch.

Said workday may be extended by meetings as outlined below.

Building administrators will determine the need for said meetings outside the workday consistent with the following:

- Only staff pertinent to the topic(s) will be required to attend.
- Flex time will be provided for those meetings occurring outside the workday. Flex time can be used anytime in the school year with prior notification of building administrator.
- For meetings held during the school year, general staff meetings will be held once per month lasting no longer than forty-five (45) minutes.
- Less than full-time staff members will attend such staff meetings and District-sponsored professional development as determined by the principal. All such time shall be compensated at the employee's per diem rate of pay.

Every effort will be made to handle supervisory responsibilities beyond the normal workday with volunteers. Additionally, every effort will be made to minimize the number of activities employees will supervise beyond the normal workday and to accommodate employees in regard to individual

needs and preferences when scheduling such duties.

In the event that additional supervision is needed beyond that supplied through volunteers, staff members may be assigned up to two such duties a year. Assignment to such duties will be distributed as equitably as possible. Employees will be credited for voluntary duties previously worked in that school year in such assigning becomes necessary. (A single occurrence of a duty shall constitute one of the two possible assigned supervisory duties.) Completion of such a duty shall be by properly signing up for the duty as established at the worksite and then fulfilling the responsibility.

Assignment of employees to non-curricular duties shall be equally distributed among all certificated staff members within a building. Equal is defined as there existing a difference of an equivalent of no greater than three (3) hours between individuals on an annual basis. A staff member assigned half-time or more would receive a prorated share of the duty.

In the event that equalization, as defined above, is not achieved, staff members not falling within the equality standards shall be compensated at the same rate per minute beyond the three (3) hours standard; as described below for preparation/planning time. This does not preclude individuals from agreeing to assignment of duties in excess of the standards contained herein.

Any employee who does not receive a minimum of 255 minutes per week of planning time in minimum of thirty (30) minute sections as outlined on the Building Principal/Supervisor Master Schedule, excluding the thirty (30) minute duty-free lunch period, the first thirty (30) minutes of the employee work day, and the last twenty-five (25) minutes of the work day-will receive an annual honorarium based on the following schedule, preparation, and planning time not received:

For 1 to 45 minutes per week - \$600

For 46 to 90 minutes per week - \$1,000

For 91 to 135 minutes per week - \$1,500

For 136 to 180 minutes per week - \$2,000

For 181 to 225 minutes per week - \$2,500

At elementary school sites, the first thirty (30) minutes of the employee workday and the last twenty-five (25) minutes of the workday will be dedicated to preparation time. Such preparation time is provided for the purpose of planning for, meeting and working with students and families, or other individuals and collaborative work. This list of activities is not intended to be exhaustive.

Section 3: **Employee Facilities**

The District will maintain its facilities and workspaces in a manner that supports the working and educational environment for employees and students. At a minimum, the District will maintain conditions consistent with state and federal requirements.

Each building shall have the following facilities and equipment for use of employees in that building:

- A. Storage space in each classroom for instruction material and supplies.
- B. A work area containing equipment and supplies to aid in the preparation of instructional materials.
- C. Faculty lounge.

- D. A serviceable desk and chair in each classroom, if desired, by occupant.
- E. Restrooms approved by the Health Department.
- F. The District shall provide safety equipment and clothing as required by State Statute.

Section 4: **Safety Committee**

As the Safety Committee reviews each building, an employee shall be appointed from that building to attend the meeting.

Section 5: **Certificated Staff Reduction**

If it becomes necessary for the District to reduce the number of certificated employees for reasons other than inadequate performance or disciplinary action, those employees who will be retained to implement such reduced or modified program and those employees who will be terminated from employment, will be identified and selected by using the following procedures.

A. Prior to the implementation of a reduced or modified program, the Superintendent shall:

1. By December 1 of each school year the District will compile and distribute to all employees and to the Association the certificated employee seniority list, ranking each from greatest to least seniority. Additional employee qualifications shall also be listed including degrees, ESA certifications, endorsements, majors for those with K-12 General Education certificates, as well as their current employment assignment. It shall be the responsibility of each employee to verify his/her seniority ranking and to promptly report any dispute thereof in writing to the District and the Association. Each employee who, within fifteen (15) days after posting, fails to notify the District and the Association that a dispute exists regarding his/her seniority ranking as posted, shall be presumed to have concurred with the seniority rankings ascribed to such employee on the posted list.
2. By February 1, the District will compile and distribute to all employees and the Association the final list, ranking from greatest to least seniority.
3. By April 15, the District shall tentatively determine the reduced programs and services to be implemented in the following school year.
4. By April 15, the District shall make an initial determination of probable cause under State Statute, or other applicable statutes and tentatively identify the names of any certificated employees to be terminated under the District's reduced program and services; and provide the seniority list including and identifying those certificated employees whose contracts will tentatively be non-renewed for the ensuing school year on the basis of seniority as described in Paragraph C hereof which shall be furnished to the Association and all affected certificated employees.

Any such certified employee on the list, may in writing, within five (5) working days of receipt of the list, file with the Superintendent his objection to the ranking order and may request consideration for modification of the same provided such individual includes in his written request a full statement as to the facts in support of his contention that the list be modified. If the Superintendent rejects the individual's request for

modification of the list, he shall so notify such individual and the Association within five (5) working days thereafter.

Any further appeal of placement shall be pursuant to the grievance procedure of this Agreement. The parties recognize that the dates in this paragraph represent desirable guidelines, but may, because of unforeseen circumstances, be extended by mutual agreement.

5. By May 15, the district shall determine the reduced educational program and services for the following school year.
 6. By May 15, determine and recommend to the Board the number of certificated employees which are required to implement the districts reduce educational program and services.
 7. By May 15, ascertain to the extent possible the number of certificated positions which will be available the following year by reason of normal attrition (e.g., retirement, resignations, etc.) or by reasons of leaves of absence under Paragraph "B" below, in order to minimize the necessity for the termination of certificated employees; and,
 8. By May 15, make any necessary subsequent determination(s) of probable cause under State Statute or other applicable statutes and identify the names of any certificated employees to be terminated under the District's reduced program and services, and establish and provide a list of said employees to the Association, and also provide appropriate notification to certificated employees so affected in accordance with law.
- B. Upon any determination that the involuntary termination of certificated employees will be necessary, certificated employees not terminated shall be invited to apply for a one-year leave of absence without pay. The Superintendent shall recommend favorable action by the Board for any such applicant whose position can be adequately filled from within the District if the granting of such leave should make it possible to grant a one-year contract under appropriate RCWs to a terminated employee from the employment pool, referred to in Paragraph E. A certificated employee accepting a one-year contract under appropriate RCWs will not lose his rights in the employment pool.

Any employee entitled to re-employment, following the expiration of his/her one-year leave of absence, shall continue to be subject to the provisions of RCW 28A.405.210 and the provisions of this ARTICLE VII, Section 6, in the same manner as if actually employed by the District during the leave period. Any employee accepting a contract under RCW 28A.405.900 who is re-employed the succeeding school year from the employment pool shall be subject to the provisions of RCW 28A.405.210 except that an employee under a contract subject to RCW 28A.405.900 may be given a succeeding contract subject to RCW 28A.67.900 for a successive year or years; PROVIDED, said employee shall be given the next available regular position for which they qualify under sub-sections C. and D. herein, which contract shall be subject to RCW 28A.405.210. Said employee, while subject to RCW 28A.405.210 shall remain in an employment pool.

Employees taking one-year leaves of absence shall be responsible for providing the District with their mailing addresses and any changes thereof during their leave period.

1 The employee on leave will be required to notify the District office by letter of his or her
2 desire to return to a teaching position for the next ensuing year by March 1 of the year in
3 which the leave will expire. If such employee fails to do so, the District will consider that
4 employee's position vacant and shall hire the employee currently replacing the employee on
5 leave, under the contract subject to RCW 28A.405.210, unless said employee has been
6 rehired from the employment pool, in which instance the District shall hire from the
7 employment pool, in accordance with sub-sections C. and D. herein prior to hiring from
8 outside the District.

9
10 C. To ensure that the certificated employee recommended for retention will be qualified to
11 implement the education program determined by the Board, all certificated employees must
12 possess valid Washington State certificates and those endorsements required by the state of
13 Washington for the position(s) under consideration.

14
15 1. 1. In cases where the District elects to implement or continue the Special Education
16 program, the transportation program, and the vocational program, or a categorically-funded
17 program, (including the level of district expenditures required to maintain such program)
18 the certificated position(s) necessary to staff such program(s) shall be exempt from the
19 layoff procedures of this section; provided, individual employees shall not be exempt from
20 reduction if a qualified (as specified in Subsection D), more senior certificated employee is
21 being non-renewed and makes application to staff such a program.

22
23 2. Certificated employees currently employed full time shall be first assigned full time
24 consistent with their certification, academic preparation, and their individual seniority, and
25 shall not be obligated to any part-time employment, but may choose to accept such
26 employment on a voluntary basis.

27
28 3. Certificated employees currently employed part-time shall be assigned part-time consistent
29 with their certification, academic preparation, and their individual seniority, but shall not be
30 assigned unless such a position is declined by all qualified certificated employees (full- and
31 part-time) with greater seniority.

32
33 D. When more than one employee qualified for an available position in accordance with 6.A.1.
34 above, selection for retention shall be based upon the following:

35
36 1. The senior employee member(s) shall be recommended for retention based upon years of
37 certificated service within the public schools of the State of Washington, including paid
38 leaves of absence within the Burlington-Edison School District No. 100.

39
40 2. When more than one employee qualifies for a particular position under the criteria listed
41 above, the certificated employee(s) with the most seniority within the District will have the
42 preference.

43
44 3. When more than one employee qualifies for a particular position under the criteria listed in
45 6.A.1. above, the certificated employee(s) with the most number of credits/clock hours
46 beyond the Provisional Certificate, as recorded in the Superintendent's Office as of October
47 1 of the school year preceding the anticipated reduction, will have preference.

48
49 4. In the event that ties still exist, the employees to be retained shall be determined by
50 drawing lots among the employees that tie. Said drawing shall be scheduled at time and

1 place mutually acceptable to the Association and the District and shall be conducted by a
2 mutually acceptable third party. Employees involved shall be notified in writing of the
3 time and place of the drawing, at least forty-eight (48) hours prior to the time of the
4 drawing.

- 5
6 E. Any certificated employee receiving written notice of contract non-renewal pursuant to the
7 provisions of this section shall be placed in an employment pool for possible re-employment
8 until August 31 of the second (2nd) year following the implementation of the reduced
9 program. Employment pool personnel will be given the opportunity to fill open positions
10 within the categories for which they are qualified under Paragraph C. If more than one such
11 employee is qualified for an open position, the criteria set forth in Paragraph D shall be
12 applied to determine who shall be offered the position.

- 13
14 1. When a vacancy occurs for which any such employee in the employment pool qualifies,
15 notifications from the school district to such individual will be by certified or registered
16 mail sent to such employee's last known address, or personal written contact by the
17 Superintendent or his designees. The employee must keep the District informed of his/her
18 current home address. Such employee will have ten (10) calendar days from date of mailing
19 of the letter or from the date of personal contact to accept the position, whichever event
20 shall occur first.
21
22 2. If an individual in the employment pool fails to accept a position for which he/she is
23 eligible pursuant to this section, such individual will be dropped from the employment
24 pool.

- 25
26 F. Recall Procedure: In the event programs are restored, or positions are available, the Board
27 shall first recall all qualified employees who have been placed in the employment pool
28 before the Board employs or assigns any additional personnel to fill employment
29 assignments. Certificated employees on layoff shall first be recalled by seniority for
30 positions for which they are qualified. Certificated employees who were previously
31 assigned to part-time positions shall be recalled to part-time positions provided that no
32 part-time certificated employee with less seniority shall be recalled to any part-time
33 teaching position unless such a position is declined by all certificated employees (full-
34 and part-time) with greater seniority.

35
36 Section 6: **Release Time for Special Education Teachers**

37
38 Special education teachers shall be provided the opportunity for five (5) days of release time to
39 complete state, federal or District required activities. If all IDEA timelines have been met for the
40 preceding thirty (30) days, and upon pre-approval of the building principal, the employee may work
41 these release days off site. In addition, all special education teachers shall receive a supplemental
42 contract for five (5) days paid at per diem for completion of these required duties, payable in the
43 July warrant.

44
45 IDEA Specialists (SLP/OT/PT/School Psychologists) shall receive supplemental contract for
46 eight (8) days paid at per diem to complete state, federal, or District required duties, payable in
47 the July warrant. A portion of this time should be utilized prior to the first day of school to
48 review student transfers and meet with the Director of Special Education to review
49 caseload/assignment.

Special education teachers will have access to one (1) additional Special Education Release Day per three (3) students for who they are responsible for administering the WA-AIM Assessment. In addition, all teachers administering the WA-AIM Assessment will be provided a release day between January 10th and February 15th to meet with the testing coordinator.

Section 7: **Special Education Leadership Team**

To promote shared understanding of the IDEA, foster consistency in district practice, and provide opportunities to collaborate on evolving practice, the District will convene a special education leadership team that will meet at least three times per year. Members will be selected in a manner that ensures representation from each building/program and special education ESA department and will be reviewed with the Association leadership for input.

Section 8: **Additional Time for K-8 Counselors**

K-8 counselors, for whom substitutes are not available, may elect to use up to thirty-five (35) hours, working outside the contracted workday, at or away from the worksite and paid at per diem.

Section 9: **Grade Enrollment**

A list of each grade enrollment in all grade schools of the District will be sent electronically to each grade school no later than two weeks after the opening of school and within one week of the first of each month thereafter during the school year.

Section 10: **Kindergarten Release Time**

Three release days with full pay shall be provided for kindergarten teacher-parent conferences. The three (3)-day conference allows for the implementation of the Family Connections component of Wa-KIDS where the first three days of the school year kindergarten teachers meet with the families of our students. This time has been provided to recognize the key role of parents as their children's first teachers and offers families an opportunity to get to know the teacher, share information about their child, and ask questions. The time will be used prior to the first day of class for kindergarten students. Kindergarten students will begin school on the fourth student contact day.

Section 11: **Class Size and Caseload**

A. Instructional Support

To support the instructional program in larger classes and assist with students who have strong individual needs, the District will allocate a basic number of classroom instructional assistant hours in each grade school building.

Distribution of assistant hours is based on a standard base per building of six (6) hours per 150 students for grades K-8

These hours will be based on the prior school year's June enrollment and reviewed on the 10th student day of the year using current enrollment.

This results in multipliers for determining the allocation of assistant hours.

Actual instructional assistant times will be rounded up to the nearest half-hour increment.

The distribution of these assistant hours to specific teachers a result of class size relief will be determined collaboratively with teachers and the building principal. The use of these hours will be determined by the teachers to whom these IA hours are provided; the first priority should be in providing direct services to students as opposed to clerical tasks. Kindergarten through 3rd grade classroom with 30 or more students shall be allocated a minimum of two (2) hours of Instructional Assistant time generated by the base per building calculation.

Instructional assistants shall be hired to fulfill the basic allocation per building so as to be on the job commensurate with the first student instructional day. In addition, these assistants will be employed a minimum of one (1) additional day prior to the opening of school in order to plan and coordinate the assistant's duties and schedule. This day will be mutually scheduled by the supervising teachers and the building principal.

Instructional assistant hours will remain assigned to their grade levels for the remainder of the school year.

B. Compensation

The following student-teacher ratios are provided to assist the District and the Association in providing compensation for class sizes:

- Grades K-1: 22 students
- Grades 2-3: 24 students
- Grades 4-6: 26 students in a single class
- Grades 7-8: 28 students in a single class
- Grades K-8 P.E./Music/Band: average of 170 or more students per day
- Grades 9-12: 30 students in a single class
- Grades 9-12 P.E./Music/Band: 102 total students per day excluding Advisory.

Class sizes exceeding the above numbers between the 30th and 60th student day of the semester are eligible for the following:

1. For grades K – 6 and K – 12 P.E./Music/Band, class sizes exceeding the above numbers will be calculated in the following manner:

- One (1) student over: \$1,000
- Three (3) students over: an additional \$1,000
- Five (5) students over: an additional \$1,500

2. For grades 7-12, class sizes exceeding the above numbers will be calculated in the following method:

Individual classes will be assessed for overage. Beginning with the class period that is the highest number of students per class exceeding the above number, overage is paid at:

- One (1) student over: \$1,000
- Three (3) students over: an additional \$1,000
- Five (5) students over: an additional \$1,500.

For any other classes that are in overage, overage will be paid at \$300 per student.

The above stipends shall be applied in each semester in which the overload occurs. The stipends shall be paid in the month following the end of each semester.

If an elementary class split does not match the above by the grade bands, compensation will be triggered by the lowest grade level's overage numbers.

C. Split Classes

Teachers with fewer than three (3) years of total teaching experience will not normally be assigned a split class assignment. The Association will be consulted prior to any such assignment.

When a split class is assigned, the affected teacher, the principal, and the director of teaching and learning or designee will meet prior to the school year to identify mutually agreeable levels of additional classroom support. Supports may include, but are not limited to:

- Additional paraeducator support
- Additional time sheeted hours
- Release time
- Redistribution of students within the building
- Other mutually agreeable solutions

During the school year, the building principal and the teacher will meet to discuss the effectiveness of the support and make necessary adjustments.

D. Special Conditions

When special conditions exist, a teacher may petition the district through the building principal for special assistance. A recommendation will be jointly made by a building team consisting of the teacher, principal or assistant principal, and the appropriate grade level team for that building.

Response to the recommendation shall be made by the District within five working days.

E. SLP/OT/PT/School Psychologist Caseload

B-ESD employed IDEA Specialists (SLP/OT/PT/School Psychologists) shall be assigned duties related to the provision special education services, and are exempt from general supervisory duties such as recess, lunch, and before/after school supervision.

Specialists assigned to multiple sites, shall only be required to attend regular staff meetings at their primary site. The primary site will be defined by either the site where the majority of the Specialist's services are provided, or by mutual agreement between the Specialist and the Director of Special Education.

The Director of Special Education shall collaborate with specialists to create equitable workloads. In instances where a Specialist's caseload exceeds the standard the Specialist should notify the Director of Special Education and request a meeting including a carbon copy (cc) to the Special Programs administrative assistant. Caseload counts will be determined by the monthly special education student count. The Director, principal and employee will meet within five (5) working days, unless otherwise mutually agreed upon, to discuss caseload supports. Supports may include, but are not limited to, additional release time, re-assignment of support staff, and redistribution of student caseload. Caseload support shall be implemented within fifteen (15) days of the meeting. If the District does not employ a support staff member in the specialist area (OT/PT/SLP/School Psych), then the impacted specialists may elect to receive overage pay at the rates below. Caseload support shall be implemented within fifteen (15) days of the meeting. Caseload of nine (9) students or above will automatically trigger overage pay regardless of staffing. Specialists desiring clerical support for Medicaid billing may forward such requests to Student Support Service director to identify appropriate options.

	1-3 above SC	4-6 above SC	7-10 above SC	11 and above SC
SLP/OT/PT	\$75 per month	\$100 per month	\$125 per month	\$150 per month
SC = Standard Caseload				

Standard Caseload (based on 1.0 FTE, and pro-rated for less than 1.0 FTE):

- SLP/OT/PT
 - 47 IDEA Eligible Students
- School Psychologist
 - Elementary Schools 80 IDEA Eligible Students
 - High Schools 110 IDEA Eligible Students

F. Special Education Caseload

General Special Education Teacher standard caseloads will consist of 23 students per 1.0 FTE. Special education teachers assigned to self-contained, district programs (e.g. Life Skills, Transitions) will have a standard caseload of eight (8) students. Pre-school classrooms serving only students with disabilities (self-contained), will have a standard class-size of 10 students per session. Preschool Teachers - Self-Contained will receive overage pay in accordance with the table below when a classroom session exceeds the standard enrollment. If a special education teacher's

caseload exceeds the standard caseload for their assignment they will be compensated according to the table below. Caseload counts will be determined by the monthly special education student count.

In addition to overage pay, Special Education Teachers – General exceeding the standard caseload by three (3) students or Special Education Teachers – Self-Contained by two (2) students will meet with their building administrator and the Director of Special Education within five (5) workdays to review caseload assignment, schedule, and support staff. District will implement relief within fifteen (15) days of the meeting. When an individual pre-school classroom session is at eight (8) students a meeting with the Special Education Teacher, Principal, and Special Education Director will be held.

	1-2 above SC	3-4 above SC	5-6 above SC	7-10 above SC
Special Education Teacher - General	\$75 per month	\$100 per month	\$125 per month	\$150 per month
Special Education Teacher – Self-Contained	\$100 per month	\$125 per month	\$150 per month	
Pre-School – Self-Contained	\$75 per month	\$100 per month	\$125 per month	
SC = Standard Caseload				

The District will budget \$7,500 per year for special education overage costs. The funds will be distributed as identified above until the overage set aside is fully exhausted. If during the school year the need exceeds the \$7,500 allocated for special education overage costs outlined, the parties agree to meet to negotiate the amount of funds needed for the remainder of the year.

Section 12: **Employees’ Children Option**

Employees shall have the option of enrolling their children at their worksite. All out-of-district policies will apply to students who are from out-of-district.

Section 13: **Instructional Assistants – Hiring and Evaluation**

In order to improve instruction, student learning, and working relationships, certificated staff who must directly work with instructional assistants will be represented in the screening and interviewing of prospective instructional assistants.

Further, the building administrator may solicit input from certificated staff, where appropriate, to use in the evaluation of instructional assistants. Certificated staff whose work is directly impacted by the assigned instructional assistant may submit written feedback to the evaluator at any time of the year.

Section 14: **Inclement Weather**

The District shall attempt to notify staff by 6:00 a.m. whenever a decision has been made to close school because of inclement weather conditions. When school is closed for students for these purposes, employees are not required to report to work on that day. When students are scheduled

1 to arrive two hours late due to an emergency closure, staff should exercise their professional
2 judgment to arrive at school safely and may opt to arrive at school up to two hours later than
3 their regularly scheduled time.

4 5 Section 15: **Clock Hours**

6
7 The District will offer clock hours for all District-directed professional development that meets
8 the requirements for clock hour approval. Instructional leadership teams may apply for clock
9 hour recognition for PLC meetings and department meetings. The proposal will be submitted
10 through the clock hour proposal system to verify and ensure compliance with the requirements
11 for clock hour approval.

12 13 Section 16: **Kindergarten Support**

14
15 To assist with the transition of new students to kindergarten, each kindergarten class will have
16 the option to receive additional hours of paraeducator support during the instructional day, for
17 first two weeks of school with students present. If needed, kindergarten teachers may work with
18 their building administrator regarding additional support beyond this time.

19 20 Section 17: **K – 3 Class Size Teachers**

21
22 Every effort will be made to create schedules that support K-3 class size certificated staff that
23 minimize the number of subjects and classes they are expected to teach every year and which
24 focus on math and reading interventions.

25 26 Section 18: **District Event Supervision**

27
28 A District administrator will be present for the duration of building events that are mutually
29 scheduled with and approved by the principal or represented on the District calendar (i.e.
30 scheduled conference times, music performances, back to school night).

31 32 Section 19: **Athletic Passes**

33
34 For the 2024-2025 school year and the 2025-2026 school years, regular employees will have free
35 admission to Burlington-Edison School District athletic events at District school facilities. This
36 privilege does not extend to activities or events hosted by other groups at District school
37 facilities (e.g. league tournaments, post-season, booster fundraising events). In order to access
38 this admission, staff will need to request and obtain an annual athletic pass from the athletic
39 office.

ARTICLE IX – CERTIFICATED STAFF EVALUATION AND PROFESSIONAL GROWTH

Section 1: **Purpose**

The Burlington-Edison School District TPEP model adheres to policy and regulations for evaluation.

The primary purpose for the evaluation procedures set forth shall be to improve the educational program by improving instructional support and performance. The evaluation system is to be implemented in a manner consistent with good faith and mutual respect and as defined in current legislation:

(1) An evaluation system that is meaningful, helpful, and objective.

(2) An evaluation system that encourages improvements in teaching skills, techniques, and abilities by identifying areas needing improvement and provides support for professional growth.

(3) An evaluation system that encourages respect in the evaluation process by the persons conducting the evaluations, and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.

Section 2: **Applicability and Implementation**

The performance evaluation shall apply to "classroom teachers" and does not include ESAs (i.e. nurses, SLPs, OTs, PTs, psychologists, counselors) and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students. Those bargaining unit members who do not meet this definition shall be evaluated during each school year in accordance with the procedures and criteria set forth in Appendix C. This includes the current rubrics used for psychologists, SLPs, counselors and nurse. In the event that there is a question about the applicability of the performance evaluation system as it applies to a member or category of members, the question may be brought to the Conference Committee by either party for review and agreement.

Section 3: **Definitions**

“Annual goal-setting conference” shall mean the annual meeting in which the evaluator and employee meet to discuss the employee’s self-assessment and set goals.

“Artifacts shall mean any products generated, developed or used by a certificated teacher or his/her students. Additionally, tools or forms used in the evaluation process may be considered artifacts. Artifacts are a subset of evidence which contribute to the overall evaluation picture.

“Certificated Performance Criteria” shall mean the criteria (teaching responsibilities) used to measure the performance of the employee. These criteria are defined by the state as:

1. Centering instruction on high expectations for student achievement,
2. Demonstrating effective teaching practices,

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

“Comprehensive Evaluation Report” shall mean the report prepared at least annually which indicates the employee’s summative Performance Rating. The Comprehensive Evaluation Report is signed by both the employee and evaluator and submitted to Human Resources for placement in the employee’s personnel file.

“Criteria” shall mean one of the eight stated defined categories to be scored.

“Criteria Components,” or “Components,” shall mean the elements which comprise each of the criteria as adopted by the state and defined by the Danielson Framework.

“Employees” mean certificated classroom teachers and certificated support personnel employed by the district.

“Evaluation criteria” means minimum evaluation criteria for classroom teachers specified in WAC 392-191-006, certificated support personnel specified in WAC 392-191-020.

“Evaluation” shall mean the ongoing process of identifying, gathering and using information to improve professional performance, assess total job effectiveness, and make personnel decisions.

“Evaluator” shall mean the supervisory employee assigned by the District to evaluate the employee. Only administrators who are not part of the bargaining unit shall be assigned to evaluate members. The Director of Human Resources shall determine who the evaluator of each employee shall be by the start of school. The evaluator may request additional assessments of the employee by other supervisory employees. In cases where there is more than one evaluator in a given building, those evaluators may rotate through the staff on a yearly basis if it is the desire of the employee and agreed to by the principal.

“Evidence” means observed practice, both formal and informal, professional dialogue, and student-generated and teacher-generated products or results that demonstrates knowledge and skills of the educator with respect to the four-level rating system.

“Focused Evaluation Report” shall mean the report prepared at least annually which indicates the employee’s summative rating on the selected Certificated Performance Criteria (Danielson Framework), including the scoring of required student growth rubrics under WAC 392-191A-120. The Focused Evaluation Report is signed by both the employee and evaluator and submitted to Human Resources for placement in the employee’s personnel file.

“Formal Observation” shall mean a scheduled, pre-arranged observation lasting at least thirty (30) minutes.

1
2 “Informal Observation” shall mean a drop-in observation, with no written response expected
3 unless the uniqueness of the observation suggests it or the evaluator observes something that
4 may be a performance issue.

5
6 “Instructional Framework” shall mean the Charlotte Danielson "Framework for Teaching" as
7 expressed through the state-adopted rubrics.

8
9 “Observation Cycle” shall mean a pre-conference, observation, and a post-conference.

10
11 “Observe” or “observation” means the gathering of evidence made through classroom or
12 worksite visits for the purpose of examining evidence over time against the instructional
13 rubrics pursuant to this section

14
15 “Performance Evaluation” shall mean the entire process of establishing goals, monitoring
16 performance, and providing an annual evaluation report.

17
18 “Performance Ratings” shall mean the descriptors which define the summative ratings. They
19 shall be: Distinguished (4), Proficient (3), Basic (2), and Unsatisfactory (1).

20
21 “Student Growth Data” means relevant and appropriate multiple measures. Measures may
22 include both formative and summative assessments that predominantly originate at the
23 classroom-based level. They may also include school-based, district-based, and state-based
24 measures.

25
26 “Student Growth Goals” shall mean growth goals developed by the teacher, in collaboration
27 with the evaluator, for a group or subgroup of students. The goals must be relevant to the
28 students, the subject, and the teacher’s assignment and relevant to school improvement goals.
29 Goals must be measurable using two (2) points in time.

30
31 “Summative performance ratings” means the four performance levels applied using the four-
32 level rating system: Level 1 – Unsatisfactory; Level 2 – Basic; Level 3 – Proficient; Level 4 –
33 Distinguished.

34 35 Section 4: **Comprehensive Evaluation**

36
37 Comprehensive Evaluation is B-ESDs primary evaluation process. Using the instructional
38 criteria as indicated on the Professional Reflection Form, the employee and evaluator will
39 identify strengths and areas for professional improvement.

40
41 Process: The comprehensive evaluation must assess all eight evaluation criteria and all criteria
42 must contribute to the comprehensive evaluation performance rating.

43
44 The Burlington-Edison School District will offer professional learning time and guidance for
45 all teachers specific to the Danielson Framework and the student growth requirements, defined
46 in State Criteria.

47
48 A student growth score of “1” in any of the rubric rows will result in an overall low student
49 growth impact rating. The evaluations of certificated classroom teachers with a preliminary

overall rating of Unsatisfactory and High Student Growth impact rating will be reviewed by the evaluator's supervisor and may receive a higher overall rating.

Employee Responsibilities

1. The employee shall complete a self-assessment using the eVAL system at least five (5) days prior to the annual goal setting conference.
2. The employee shall notify his/her evaluator when self-assessment is complete so evaluator may review prior to the goal setting conference.
3. The employee and administrator shall meet and discuss the self-assessment.
4. The employee shall establish appropriate and professional student growth goals for the academic year.
5. Upon receipt of a written notification of an area of basic, a teacher may request support and assistances for improvement from the District. Support and assistance provided by the District will be mutually agreed upon by the teacher and administrator.

Evaluator Responsibilities

1. The evaluator shall schedule an annual goal setting conference to meet and discuss the employee's self-assessment and goal setting.
2. The evaluator shall schedule a minimum of two (2) formal Observation Cycles with all employees assigned to the Comprehensive Evaluation Process and three (3) Observation Cycles for third-year provisional employees.
3. The evaluator shall complete a post-conference within five (5) workdays of each observation.
4. No later than five (5) days prior to the last student attendance day of school, the evaluator will complete the Comprehensive Evaluation Report.
5. Should the evaluator believe evidence may result in an overall Basic or Unsatisfactory, the evaluator must inform the employee by May 1st.
6. The evaluator shall inform employee in writing of any criteria which may receive an unsatisfactory based on evidence collected or lack of evidence.

Summative Comprehensive Performance Rating

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

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

Criterion-level scores shall be determined based upon a preponderance of evidence of each of the components which comprise the criterion. Preponderance of the evidence means that the quality of the evidence is sufficient to more likely than not support the assigned rating. This evidence will include the growth of the classroom teacher over time and the conditions of the classroom teacher's work assignment.

Student Growth Criterion Score

Embedded in the instructional framework are five (5) components designated by state law as student growth (SG) components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. As defined by state law each classroom teacher shall have one student growth goal for criteria components 3.1 and 3.2 and one student growth goal for criteria components 6.1 and 6.2. SG 6.1 and SG 8.1 may be the same goal. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:

5 – 12 Low

13 – 17 Average

18 – 20 High

Student growth data used will be taken from multiple sources and must be appropriate and relevant to the teacher's assignment. The teacher will, in collaboration with evaluator, identify appropriate instructional subject, subgroup, and assessments to be used in measuring student growth. During the goal setting conference the teacher and evaluator will discuss goals and assessments and make every effort to reach consensus.

If a teacher receives a Distinguished (4) summative comprehensive performance rating and a Low student growth rating, they must be automatically moved to the Proficient (3) level for their summative comprehensive score.

A teacher who receives a Low rating on the student growth score or an Unsatisfactory (1) on any of the five (5) components designated by state law as student growth components will enter the student growth inquiry plan. The teacher and evaluator will mutually agree to engage in one of the following:

1. Examine student growth data in conjunction with other evidence including observation, and student evidence and additional levels of student growth based on classroom, school, District and state-based tools;
2. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
3. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
4. Create and implement a professional development plan to address student growth areas.

Section 5: Focused Evaluation

The Focused Evaluation addresses one of eight (8) State identified criteria, along with the required student growth rubrics required under WAC 392-191A-120. With the approval of the evaluator, this option is available to employees who have a final evaluation score of Proficient (3) or Distinguished (4) in each of the six (6) previous school years. The employee must return to the Comprehensive Evaluation once every six (6) years.

Employee Responsibilities

1. The employee shall complete a self-assessment using the eVAL system at least five (5) days prior to the annual goal setting conference.
2. The employee shall notify his/her evaluator when self-assessment is complete so evaluator may review prior to the goal setting conference.
3. The employee and administrator shall meet and discuss the self-assessment and set goals for the academic year.
4. After the Professional Planning Conference, the employee is responsible for working to meet his/her goals per the Focused Planning Form.
5. The employee shall establish appropriate and professional student growth goals for the academic year.
6. Upon receipt of a written notification of an area of basic, a teacher may request support and assistances for improvement from the District. Support and assistance provided by the District will be mutually agreed upon by the teacher and administrator.

Evaluator Responsibilities

1. The Focused Planning Conference will occur no later than forty-five (45) school days after the beginning of the school year.
2. The evaluator will observe a minimum of twice during the school year.
3. The evaluator will offer input and assistance and may provide guidance and coaching to the employee.
4. The evaluator may move the employee from the Focused Evaluation to the Comprehensive Evaluation process, provided that the decision is made and communicated to the employee in writing, including the reason for the decision, no later than December 1.
5. No later than five (5) days before the last student attendance day of the school year, the employee and the evaluation administrator will meet to discuss the Focused Evaluation form.
6. The evaluator shall inform employee in writing of any criteria which may receive an unsatisfactory based on evidence collected or lack of evidence. Should the evaluator believe evidence may result in an overall Basic or Unsatisfactory, the evaluator must inform the employee by May 1st.

Summative Focused Performance Rating

A classroom teacher shall receive a Focused Performance Rating of either Distinguished (4), Proficient (3), Basic (2) or Unsatisfactory (1) based upon the preponderance of the evidence as it relates to the selected criterion and student growth rubrics. Preponderance of the evidence means that the quality of the evidence is sufficient to more likely than not support the assigned rating.

Section 6: Performance Evaluation-General Provisions

Prior to being evaluated on the new performance evaluation, each teacher shall receive professional development on the instructional framework and the evaluative rubric and process. Multiple eVAL and TPEP trainings shall be offered to accommodate the diverse

professional and personal obligations of employees; compensation for attendance at these voluntary trainings will be at per diem.

Prior to the beginning of the evaluation process, a building level group meeting with the evaluator and the employees will take place to explain the procedure to be used in the evaluation process. An explanation shall be given on the procedure to be used in the District's two evaluation processes: Comprehensive and Focused.

Prior to evaluating a teacher, an evaluator will be a certificated administrator who has been trained per the language in TPEP legislation. Evaluators may not be a member of the bargaining unit.

Evidence

Nearly all criteria and components are observable and can be scored based on formal and informal observations by the evaluator. Professional dialogue between the evaluator and teacher may constitute evidence. Both the teacher and the evaluator will contribute to evidence collection necessary to complete the evaluation.

The teacher may provide additional evidence and artifacts to aid in the assessment of the teachers' professional performance against the instructional rubric, especially for those criteria not observed in the classroom

This collection of evidence will be accomplished openly and whenever possible, jointly.

Up to five (5) work days after the final post observation conference for the Comprehensive Evaluation Report, a teacher has the right to submit artifacts and evidence, however it is not required.

All evidence, measures, artifacts and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.

Certificated employees who work as a classroom teacher and in an instructional support role will be evaluated in each position. Certificated employees working in the same capacity in more than one building shall not undergo more than one evaluation process. That evaluation process will include input from all supervisors of the employee.

The performance evaluation ratings are confidential to the extent allowed under the Public Records Act, chapter 42.56 RCW. Evaluative performance ratings shall only be shared in anonymous and aggregated form as allowable by state and federal law, and will not be shared or published with any personally identifying information. The Association will be notified when evaluative performance ratings are published or shared.

Observations

All classroom teachers shall be observed formally at least twice. Total observation time shall not be less than sixty (60) minutes for employees on the Comprehensive Evaluation. An employee in the third year of provisional status shall be observed at least three (3) times and the total observation time shall not be less than ninety (90) minutes.

1 An individual pre-observation conference shall be held before each formal observation. The
2 purpose of this pre-observation conference is to identify and discuss the purpose of the
3 observation and to discuss such matters as the professional activities to be observed, their
4 content, objectives, strategies, and as they pertain to the State's eight (8) criteria.

5
6 A post-observation conference between the employee and the evaluator will be held within
7 five (5) working days of the date of the observation.

8
9 The evaluator will document all formal observations. Following the post-conference, a
10 written summary of the observation and conference will be provided to the employee within
11 three (3) working days. The employee shall have the right to affix a written statement to any
12 such summaries. These summaries shall serve as worksheets for the subsequent completion
13 of the Comprehensive Evaluation Report.

14
15 Observations in addition to the two (2) or three (3) required prearranged observations may be
16 held at any time during the performance of assigned duties. Such additional observations may
17 be conducted at the discretion of the evaluator or may be arranged by mutual agreement. If
18 there is an area of concern based upon any such observation, the employee shall be notified in
19 writing within five (5) days of the observation of the area of concern.

20 21 Formal Observations

22
23 Formal observations shall not be less than thirty (30) minutes in length.

24 25 Informal Observation:

26
27 An evaluator may conduct any number of informal observations.

28
29 Informal observations do not have to be in the classroom; department or collegial meetings
30 may be used.

31
32 All informal observations may be documented in writing and a copy will be provided to the
33 teacher within five (5) workdays of the observation. However, if there is an area of concern
34 based on any such informal observation, the teacher shall be notified in writing within five (5)
35 working days in order for the evidence to be used in the evaluation process.

36
37 Any time after an informal observation, a teacher or Principal may request a post-informal
38 observation conference to discuss what was observed.

39 40 Summative Evaluation

41
42 The evaluation process must be completed for all employees no later than five (5) days prior
43 the last student attendance day of the school year. The employee will sign the evaluation.
44 This signature acknowledges only that the employee has received the evaluation report and
45 has had its content explained by the evaluator. The employee may affix written comments to
46 the final report at his/her discretion.

47
48 An Observation Cycle and Comprehensive Performance Evaluation will be completed for
49 each provisional employee within ninety (90) calendar days after the beginning of the school

1 year or ninety (90) calendar days after the commencement of employment for new
2 employees.
3

4 Section 7: **Probation**

5

6 Non-provisional employees shall be notified of probationary status.
7

8 A classroom teacher's work is judged not satisfactory, and therefore may be placed on
9 probation, when the overall comprehensive performance rating is:
10

- 11 a. One (1) Unsatisfactory; or when
- 12 b. A classroom teacher with a continuing contract under RCW 28A.405.210 with more
13 than five (5) years of teaching experience whose summative comprehensive
14 performance rating is below three (3) Proficient for two (2) consecutive years or for
15 two (2) years within a consecutive three (3) year time period; or
- 16 c. For non-classroom teacher certificated support personnel, their summative evaluation
17 rating is unsatisfactory.
18

19 **A. Supervisor's Report**

20

21 In the event that a principal or other supervisor determine, on the basis of the evaluation criteria, that
22 the overall performance of an employee under his or her supervision is unsatisfactory and results in
23 the employee being placed on probation, the supervisor shall report the same in writing to the
24 Superintendent on or before January 20. The report shall include the following:
25

- 26 1. The evaluation report, which shall be completed prior to January 15.
27
- 28 2. A recommended specific and reasonable program designed to assist the employee in
29 improving his / her performance.
30

31 **a. Establishment of Probationary Period**

32

33 If the Superintendent concurs with the supervisor's judgment that the overall performance of the
34 employee is unsatisfactory and warrants probation, the Superintendent shall place the employee in a
35 probationary status for sixty school days beginning on or before February 1 and ending on May 1;
36 provided that if deemed necessary to complete a program for improvement and evaluate the
37 probationer's performance, the probationary period may be extended until May 15th of the same
38 school year. The probationary period may also be extended into the following school year if the
39 probationer has five or more years of teaching experience and has a comprehensive summative
40 evaluation performance rating as of May 15th of less than level 2 On or before February 1, the
41 employee shall be given written notice of the action of the Superintendent, which notice shall
42 contain the following information:
43

- 44 1. Specific areas of performance deficiencies;
- 45 2. A suggested specific and reasonable program for improvement; and
- 46 3. A statement indicating the duration of the probationary period and that the purpose of the
47 probationary period is to give the employee the opportunity to demonstrate improvement in
48 his or her area or areas of deficiency.
49

b. Evaluation During the Probationary Period

1. At or about the time of the delivery of a probationary letter, the principal or other supervisor shall hold a conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.
2. During the probationary period the principal or other evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress made by the employee. The employee will be evaluated using the Summative Assessment criteria and this/these criteria will be used for all subsequent evaluations/observations during the period of probation.

The probationary employee shall be removed from probation at any time he or she has demonstrated improvement to the applicable summative comprehensive evaluation performance ratings for satisfactory performance as determined by the principal or other supervisor or for non-classroom teachers improvement in those areas specifically detailed in the notice of probation.

c. Supervisor's Post-Probation Report

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

1. That the employee has demonstrated sufficient improvement to justify the removal of the probationary status; or,
2. That the employee has demonstrated sufficient improvement to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or,
3. That the employee has not demonstrated sufficient improvement and action should be taken to non-renew the employment contract of the employee.

d. Action by the Superintendent

Following a review of any report submitted pursuant to Paragraph 3.D. above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

e. Association Notification

The Association President shall be notified immediately in writing by the district when any bargaining unit employee is placed on probation.

ARTICLE X – GRIEVANCE PROCEDURE

- A. For the purpose of this Agreement, a grievance is defined as a difference of opinion regarding the meaning or interpretation of this Agreement.
- B. Every effort shall be made to settle grievances at the lowest possible level of the grievance procedure.
- C. The grievance procedure shall be applicable to ARTICLE VIII hereof relative to the evaluation and probation of certificated employees only as it relates to procedural questions.
- D. Provisional Employees shall be subject to appropriate RCWs with regard to evaluation and probationary procedures.
- E. Grievances will be processed in the following manner and within the stated time limits.

Step 1:

An aggrieved employee shall promptly attempt to resolve the grievance informally between the employee and his/her principal/supervisor.

If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the principal. If an employee does not submit his/her grievance to the principal in writing giving a clear concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the agreement provisions involved, and the relief sought, in accordance with Step 1 within twenty (20) school days after the facts upon which the grievance is based, first occur, or first become known to the employee, the grievance will be deemed waived.

The aggrieved employee may be accompanied by one other representative of the Association when presenting the written grievance.

The principal/supervisor will reply in writing to the employee with a copy to the Association within five (5) school days after receipt of the written grievance. The reply shall state whether the requested relief has been granted and shall contain the reason if it is refused.

Step 2:

If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2, the employee may file the grievance in writing to the Superintendent of Schools or designee within ten (10) school days after receipt of the principal/supervisor's written answer. The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the agreement provisions involved, and the relief sought. The Superintendent or designee representative shall thoroughly review the grievance, arrange for necessary discussion, and give a written answer to the employee with a copy to the Association no later than ten (10) school days after receipt of the written grievance. The reply shall state whether the requested relief has been granted and shall contain the reason if it is refused.

Step 3:

Grievance not settled in Step 2 of the grievance procedure may be appealed to arbitration provided:

- a. Written notice of a request for arbitration is made to the Superintendent within fifteen (15) school days of receipt of Superintendent or designee answer in Step 2.
- b. When a timely request has been made for arbitration, the parties or their designated representatives shall within ten (10) working days of the appeal, jointly request a list of six (6) arbitrators with expertise in the area(s) of dispute from the American Arbitration Association. Within seven (7) days of the receiving of the list, the parties shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, the final and remaining name shall act as the arbitrator.

In the event that the designated arbitrator is unavailable for a timely resolution of the dispute, an additional list of six (6) arbitrators will be requested unless the last name struck from the original list is mutually agreeable to both parties. The second and subsequent list will be dealt with in the same manner as the original.

- c. The arbitrator shall schedule a hearing as soon as possible. During the hearing, the parties will not be permitted to assert any evidence or consider any issue not previously disclosed by parties in Step 2.

The arbitrator shall have no power to add to, subtract from, disregard, modify, or amend any items of this agreement. The arbitrator shall have no power to substitute his judgment for that of the employer or his representative for failure to rehire or discharge employees. A decision of the arbitrator shall within the scope of his authority, be binding on both parties.

- F. Each party shall bear all costs of producing their own witnesses, a preparation of exhibits and other materials to include the production of a record or transcript of the proceeding unless such record or transcript is desired by both parties. The fees and expenses of the arbitrator and the cost of the hearing room shall be borne equally by both parties.

APPENDIX A – CO-CURRICULAR SALARY SCHEDULE

High School Positions		Elementary Positions	
Advisory Lead	\$ 3,245	Annual	\$ 1,082
Annual	\$ 2,584	ASB	\$ 1,082
AP Coordinator	\$ 3,150	Instructional Leadership Team	\$ 1,082
ASB	\$ 5,165	Music	\$ 1,082
Audi Tech PAC Coordinator	\$ 1,890	SEL Advisor	\$ 1,575
Baile Folklorico Advisor	\$ 2,584		
Band	\$ 5,772	District-Wide Positions	
Chorus	\$ 5,772	National Board Cohort Facilitator	\$ 1,050
Debate, Head	\$ 3,797	Outdoor Ed Coordinator	\$ 3,000
Debate, Assistant	\$ 2,658		
Department Leads	\$ 1,622		
Drama - Fall Production Director	\$ 2,281		
Drama - Winter Production Director	\$ 2,281		
Drama - Spring Production Director	\$ 2,281		
Honor Society	\$ 531		
Instructional Leadership team	\$ 1,082		
Mathletes Advisor	\$ 1,622		
Musical Assistant Director	\$ 1,961		
Natural Helpers	\$ 1,292		
Newspaper	\$ 2,584		
Thespians	\$ 874		
Freshman Class Advisor	\$ 270		
Sophomore Class Advisor	\$ 270		
Junior Class Advisor	\$ 865		
Senior Class Advisor	\$ 684		

APPENDIX B – SAMPLE CERTIFICATE CONTINUING CONTRACT

CERTIFICATED EMPLOYEE CONTINUING CONTRACT (Non-Supervisory) «Year»

This contract is made by and between the Board of Directors of Burlington-Edison School District No. 100, Skagit County, Washington (District) and «First_Name» «Last_Name» (Employee).

Employee is hereby employed by the District to perform assigned services as a certificated employee during the «Year» school year, which shall include «Total_Days» days of service, exclusive of school holidays and vacations. Employee's salary schedule placement will be based on experience, degrees, and credits on file in Personnel for placement on the «Year» salary schedule pursuant to the terms of the collective bargaining agreement between the District and the Burlington-Edison Education Association ("Association").

Salary Placement:

Degree	Credits	Step	FTE	Annual Salary
«Lane»	«Credits»	«Step»	«FTE».0	\$«Calculated_Contract»

Said Employee is to receive an annual salary as shown above, paid in twelve installments commencing on the last working day of September, with successive installments payable on the last working day of each month.

Employee shall perform such duties as may reasonably be assigned by his or her principal or other supervisor, including such duties as may be prescribed by the applicable collective bargaining agreement between the District and the Association, applicable state and federal statutes and regulations, and District policies, procedures, and regulations. Employee shall be subject to assignment, reassignment, and transfer by the District Superintendent or other designated administrative authority, subject to the limitations of the applicable collective bargaining agreement. Employee shall be granted all the rights and benefits pursuant to the collective bargaining agreement between the District and the Association.

This contract shall not become effective until:

- (1) Employee registers with the District Personnel Office a valid state certificate, official transcripts of preparation, official verifications of experience, and;
- (2) Employee signs and returns this contract to the District Personnel Office on or before «Due_Date».

If Employee is new to the District, this contract is subject to the acceptable outcome of the criminal history records review of employee. Employee affirms that he/she is not bound by another contract that might interfere with the performance of Employee's duties hereunder.

In the event Employee fails to sign and return this contract on the terms stated within the time specified, this contract will be void and the District will consider Employee to have waived any right to employment with the District.

The Employee named herein and the District Superintendent, as the duly authorized representative of the Board of Directors, by affixing their signature below affirm and accept the terms of this contract.

Signed: _____ Date: _____

Agreed: _____ Board Date: «Board_Date»
Laurel Browning, Superintendent

«Bldg_Code»

Certificated Continuing Contract Rev 08/17

APPENDIX C – EVALUATION OF NON-CLASSROOM EMPLOYEE

Section 1: **General**

Appendix C governs those employees not meeting the “classroom teacher” definition as defined in Article VIII. Employees shall be evaluated during each school year in accordance with the procedures and criteria set forth in APPENDIX C, Pathwise Procedures. Every employee whose overall performance is judged to be unsatisfactory based upon the evaluation criteria shall be placed in a probationary status no later than February 1 and shall be given until May 1 to demonstrate improvement in his or her areas of deficiency.

The Formative Assessment, Professional Growth Option (PGO), shall be the major focus of the process of instructional improvement in the school district. It is designed to involve employees and their supervisors in an on-going dialogue leading to individualized professional growth for each employee.

Section 2: **Assessment Formats**

A. Formative Assessment – The Professional Growth Option (PGO)

Each employee will participate in the Formative Assessment (PGO) at least once every six years. The employee may choose to participate at a more frequent interval, to a maximum of five consecutive years, if they so desire.

The Formative Assessment of an employee and its contents may in no way be used for discipline or termination of employment.

B. Summative Assessment

The Summative evaluation is meant to assist employees new to the profession and/or the district, experienced employees in need of assistance or to maintain competency for successful experienced employees. Each experienced employee will have a Summative evaluation as a minimum of at least once every six years. They may choose to be evaluated using the Summative Assessment on an annual basis. However, barring extraordinary events each certificated staff member will be evaluated using the Formative process at least once every six years.

The evaluation levels in the Pathwise evaluation form are, Unsatisfactory is Unsatisfactory, Basic, Proficient, and Distinguished are all Satisfactory ratings.

The Pathwise evaluation system is based on *Enhancing Professional Practice, A Framework for Teaching*, by Charlotte Danielson, ASCD, 1996 and *Teacher Evaluation, To Enhance Professional Practice*, Charlotte Danielson and Thomas McGreal, ASCD, 2000, and the Pathwise *Framework For Teaching* software ETS Version 1, 1998

The evaluator completes all Summative assessments no later than the last student day.

Section 3: **Evaluation**

A. Responsibility for Evaluation

“Evaluator” shall mean the supervisory employee assigned by the District to evaluate the employee. Only administrators who are not part of the bargaining unit shall be assigned to evaluate members. The Director of Human Resources shall determine who the evaluator of each employee shall be by the start of school. The evaluator may request additional assessments of the employee by other supervisory employees. In cases where there is more than one evaluator in a given building, those evaluators may rotate through the staff on a yearly basis if it is the desire of the employee and agreed to by the principal.

B. Evaluation Criteria

Each employee shall be evaluated in accordance with the criteria appropriate to the employee's position as set forth in the current Pathwise rubrics used for psychologists, SLPs, counselors and nurse . In the event there is no such Pathwise rubric (examples include but not limited to Dean of Students and Athletic Director) employee and evaluator will mutually agree on the evaluation form to be used.

C. Required Evaluations

1. All employees newly employed by the School District shall be evaluated within the first ninety (90) calendar days of the commencement of their employment.
2. All employees, including new employees, shall be evaluated annually. Such evaluations to be completed no later than the last student attendance day of the year in which the evaluation takes place.
3. If an employee is transferred to another position not under the current supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.
4. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
5. If the supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be completed on or before January 15.
6. Employees who are on a Formative Assessment, PGO, upon being placed on probation will immediately revert to the Summative Assessment and will remain on the Summative Assessment until such time as they are removed from probation by the evaluator.

D. Additional Evaluations

In addition to the evaluations required above, principals and other supervisors may make other evaluations during the school year, which evaluations may cover individual observations, or such periods of time as may be identified in the evaluation report. No evaluation shall be made without prior notice being given to the employee. Feedback reports will be completed on all formal observations.

E. Evaluation Procedures

1. Following each observation or series of observations, the evaluator shall complete a post-conference within five (5) workdays of each observation.
2. The employee shall sign the School District's copy of the final evaluation report to indicate that he or she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report.
3. Each evaluation report required above shall be promptly forwarded to the School District's personnel office for filing in the employee's personnel file.
4. Following the completion of each evaluation report required, a meeting shall be held, within three (3) days, between the evaluator and the employee to discuss the report.

F. Evaluator Rotation

In the case where there is more than one evaluator in a given building, those evaluators may rotate through the staff on a yearly basis if it is the desire of the employee and agreed to by the principal.

The building principal may, at his/her option, also evaluate an employee whether or not that employee would fall under his/her evaluation rotation.

G. Probation

In the event an employee's overall performance is unsatisfactory, on the basis of the evaluation criteria, and results in the employee being placed on probation, the supervisor shall report the same in writing to the Superintendent on or before January 20. The probation procedures outlined in Article VIII shall govern.

APPENDIX D –BURLINGTON – EDISON SALARY SCHEDULE 2024 – 2025

Appendix D
Burlington-Edison Salary Schedule 2024-2025

Step		BA	BA + 15	BA + 30	BA + 45	BA + 90	MA	MA + 45	MA+90/ PHD
0	Base	\$ 66,886	\$ 67,840	\$ 68,802	\$ 71,682	\$ 77,854	\$ 79,627	\$ 85,798	\$ 89,778
	PRS	\$ 2,360	\$ 2,376	\$ 2,405	\$ 2,439	\$ 2,540	\$ 2,589	\$ 2,671	\$ 2,736
	Total	\$ 69,246	\$ 70,216	\$ 72,007	\$ 74,121	\$ 80,394	\$ 82,196	\$ 88,468	\$ 92,514
1	Base	\$ 66,911	\$ 68,789	\$ 70,731	\$ 72,739	\$ 78,976	\$ 80,542	\$ 86,778	\$ 90,728
	PRS	\$ 2,361	\$ 2,392	\$ 2,424	\$ 2,456	\$ 2,559	\$ 2,584	\$ 2,687	\$ 2,751
	Total	\$ 69,272	\$ 71,180	\$ 73,155	\$ 75,196	\$ 81,534	\$ 83,126	\$ 89,464	\$ 93,480
2	Base	\$ 67,789	\$ 69,686	\$ 70,944	\$ 73,814	\$ 80,029	\$ 81,461	\$ 87,679	\$ 91,674
	PRS	\$ 2,375	\$ 2,406	\$ 2,427	\$ 2,474	\$ 2,576	\$ 2,599	\$ 2,701	\$ 2,767
	Total	\$ 70,165	\$ 72,092	\$ 73,371	\$ 76,288	\$ 82,605	\$ 84,060	\$ 90,380	\$ 94,441
3	Base	\$ 68,697	\$ 70,610	\$ 72,595	\$ 75,650	\$ 81,033	\$ 82,335	\$ 88,535	\$ 92,629
	PRS	\$ 2,390	\$ 2,422	\$ 2,454	\$ 2,504	\$ 2,592	\$ 2,614	\$ 2,715	\$ 2,783
	Total	\$ 71,087	\$ 73,032	\$ 75,049	\$ 78,154	\$ 83,626	\$ 84,949	\$ 91,251	\$ 95,411
4	Base	\$ 69,598	\$ 71,583	\$ 73,581	\$ 75,890	\$ 82,132	\$ 83,248	\$ 89,489	\$ 93,612
	PRS	\$ 2,405	\$ 2,437	\$ 2,470	\$ 2,508	\$ 2,610	\$ 2,629	\$ 2,731	\$ 2,799
	Total	\$ 71,999	\$ 74,020	\$ 76,051	\$ 78,398	\$ 84,742	\$ 85,877	\$ 92,221	\$ 96,411
5	Base	\$ 70,504	\$ 72,512	\$ 74,528	\$ 76,965	\$ 83,183	\$ 84,177	\$ 90,399	\$ 94,602
	PRS	\$ 2,420	\$ 2,453	\$ 2,486	\$ 2,526	\$ 2,628	\$ 2,644	\$ 2,746	\$ 2,815
	Total	\$ 72,923	\$ 74,964	\$ 77,014	\$ 79,491	\$ 85,811	\$ 86,821	\$ 93,145	\$ 97,417
6	Base	\$ 71,447	\$ 73,410	\$ 75,496	\$ 78,054	\$ 84,244	\$ 85,129	\$ 91,321	\$ 95,543
	PRS	\$ 2,435	\$ 2,467	\$ 2,502	\$ 2,544	\$ 2,645	\$ 2,660	\$ 2,761	\$ 2,830
	Total	\$ 73,882	\$ 75,878	\$ 77,998	\$ 80,597	\$ 86,889	\$ 87,789	\$ 94,082	\$ 98,373
7	Base	\$ 73,105	\$ 75,099	\$ 77,212	\$ 79,909	\$ 86,189	\$ 86,913	\$ 93,193	\$ 97,536
	PRS	\$ 2,462	\$ 2,495	\$ 2,530	\$ 2,574	\$ 2,677	\$ 2,689	\$ 2,792	\$ 2,863
	Total	\$ 75,568	\$ 77,594	\$ 79,742	\$ 82,483	\$ 88,866	\$ 89,602	\$ 95,985	\$ 100,399
8	Base	\$ 75,533	\$ 77,635	\$ 79,797	\$ 82,718	\$ 89,084	\$ 89,721	\$ 96,089	\$ 102,924
	PRS	\$ 2,502	\$ 2,537	\$ 2,572	\$ 2,620	\$ 2,724	\$ 2,735	\$ 2,839	\$ 2,951
	Total	\$ 78,036	\$ 80,171	\$ 82,369	\$ 85,338	\$ 91,808	\$ 92,456	\$ 98,928	\$ 105,875
9	Base		\$ 81,566	\$ 83,838	\$ 86,864	\$ 93,378	\$ 93,864	\$ 100,383	\$ 105,038
	PRS		\$ 2,601	\$ 2,638	\$ 2,688	\$ 2,795	\$ 2,803	\$ 2,910	\$ 2,986
	Total		\$ 84,167	\$ 86,477	\$ 89,552	\$ 96,173	\$ 96,667	\$ 103,292	\$ 108,024
10	Base			\$ 86,603	\$ 90,049	\$ 97,131	\$ 99,084	\$ 104,206	\$ 108,049
	PRS			\$ 2,684	\$ 2,740	\$ 2,856	\$ 2,888	\$ 2,972	\$ 3,035
	Total			\$ 89,287	\$ 92,789	\$ 99,987	\$ 101,973	\$ 107,178	\$ 111,084
11	Base				\$ 92,921	\$ 99,666	\$ 99,924	\$ 106,670	\$ 109,957
	PRS				\$ 2,787	\$ 2,898	\$ 2,902	\$ 3,013	\$ 3,067
	Total				\$ 95,708	\$ 102,563	\$ 102,826	\$ 109,682	\$ 113,023
12	Base				\$ 95,894	\$ 102,968	\$ 103,118	\$ 109,971	\$ 113,823
	PRS				\$ 2,836	\$ 2,952	\$ 2,954	\$ 3,067	\$ 3,130
	Total				\$ 98,730	\$ 105,920	\$ 106,071	\$ 113,038	\$ 116,953
13	Base					\$ 108,351	\$ 107,728	\$ 114,661	\$ 119,863
	PRS					\$ 3,007	\$ 3,030	\$ 3,144	\$ 3,229
	Total					\$ 109,359	\$ 110,758	\$ 117,804	\$ 123,092
14	Base					\$ 111,056	\$ 111,130	\$ 118,282	\$ 122,201
	PRS					\$ 3,085	\$ 3,086	\$ 3,203	\$ 3,267
	Total					\$ 114,141	\$ 114,216	\$ 121,485	\$ 125,469
15	Base					\$ 112,638	\$ 114,019	\$ 121,358	\$ 124,118
	PRS					\$ 3,111	\$ 3,133	\$ 3,253	\$ 3,317
	Total					\$ 115,749	\$ 117,152	\$ 124,609	\$ 131,777
16	Base	\$ 79,049	\$ 83,832	\$ 88,928	\$ 98,326	\$ 116,261	\$ 117,644	\$ 125,215	\$ 126,034
	PRS	\$ 2,560	\$ 2,638	\$ 2,722	\$ 2,876	\$ 3,170	\$ 3,193	\$ 3,317	\$ 10,750
	Total	\$ 81,609	\$ 86,471	\$ 91,649	\$ 101,202	\$ 119,431	\$ 120,836	\$ 128,531	\$ 136,784

*The PRS is comprised of Technology Stipend and PLC Days.

**For MA+90/PhD, Steps 15 and 16, the PRS is comprised of Technology Stipend, PLC Days, and PLS.

APPENDIX E – WAC 392-400-330 AND WAC 392-400-335

WAC 392-400-330 Classroom exclusions—Conditions and limitations. (1) Authority to administer classroom exclusions. (a) Teacher authority. A teacher may exclude a student from the teacher's classroom or instructional or activity area for behavioral violations that disrupt the educational process while the student is under the teacher's immediate supervision, subject to the requirements in this section and WAC 392-400-335. (b) Other school personnel authority. A school district may authorize other school personnel to exclude a student from a classroom or instructional or activity area for behavioral violations of the district's discipline policy adopted under WAC 392-400-110 or 392-400-225, subject to the requirements in this section and WAC 392-400-335. (2) Other forms of discipline. The teacher or other school personnel must first attempt one or more other forms of discipline to support the student in meeting behavioral expectations, unless the student's presence poses an immediate and continuing danger to other students or school personnel, or an immediate and continuing threat of material and substantial disruption of the educational process. In administering other forms of discipline, the teacher or other school personnel may consider using best practices and strategies included in the state menu for behavior developed under RCW 28A.165.035. (3) Limitations on classroom exclusion. (a) Duration of classroom exclusion. A classroom exclusion may be administered for all or any portion of the balance of the school day in which the student was excluded from the student's classroom or instructional or activity area. When a student is excluded from the student's classroom or instructional or activity area for longer than the balance of the school day, the school district must provide notice and due process for a suspension, expulsion, or emergency expulsion under this chapter. (b) Removal from school. A student may not be removed from school during a classroom exclusion unless the school district provides notice and due process for a suspension, expulsion, or emergency expulsion under this chapter. (4) Assignments and tests. The school district must provide the student an opportunity to make up any assignments and tests missed during the classroom exclusion. [Statutory Authority: RCW 28A.600.015, 28A.600.020 and 28A.600.010 through 28A.600.022, 28A.320.211. WSR 18-16-081, § 392-400-330, filed 7/30/18, effective 8/31/18.]

WAC 392-400-335 Classroom exclusion—Notice and procedure. Following a classroom exclusion under WAC 392-400-330: (1) Notice to principal. The teacher or other school personnel must report the classroom exclusion, including the behavioral violation that led to the classroom exclusion, to the principal or designee as soon as reasonably possible. (2) Notice to parents. The teacher, principal, or designee must notify the student's parents regarding the classroom exclusion as soon as reasonably possible. The school district must ensure that this notification is in a language the parents understand, which may require language assistance for parents with limited-English proficiency under Title VI of the Civil Rights Act of 1964. (3) Emergency circumstances. When a teacher or school personnel administers a classroom exclusion on the grounds that the student's presence poses an immediate and continuing danger to other students or school personnel, or an immediate and continuing threat of material and substantial disruption of the educational process: (a) The teacher or other school personnel must immediately notify the principal or designee; and (b) The principal or designee must meet with the student as soon as reasonably possible and administer appropriate discipline. [Statutory Authority: RCW 28A.600.015, 28A.600.020 and 28A.600.010 through 28A.600.022, 28A.320.211. WSR 18-16-081, § 392-400-335, filed 7/30/18, effective 8/31/18.]

MOU – TRAINING OF NEW SPECIAL EDUCATION STAFF

The District and the Association share a joint interest in supporting and training new special education staff to the District. The District and the Association agree to work together to develop a mentor program aligned with the BEST program for implementation in the 2025-2026 school year. The parties agree that, as part of that program compensation for the mentors will be \$1,000 or as otherwise agreed for the additional responsibilities related to being a mentor.

GLOSSARY OF TERMS

Agreement – shall mean the Collective Bargaining Agreement

Association – shall refer to the Burlington-Edison Education Association.

Board – shall refer to the Burlington-Edison Board of Directors

Days – shall refer to workdays unless otherwise noted.

District – shall refer to the Burlington-Edison Board of Directors

DURATION

This agreement shall remain in effect through August 31, 2026. It is the intent of the School District and Education Association that the Collaborative Relationship and Principles committed to in the Preamble are best served by an on-going dialogue between the parties. To this end, the agreement may be opened at any time at the request of either the District or the Association.

ATTEST:


For the Association

10/29/24
Date


For the Board

10/29/24
Date