

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SOUTH BEND SCHOOL DISTRICT NO. 118

AND

SOUTH BEND EDUCATION ASSOCIATION

FOR

SEPT 1, 2015 THROUGH AUGUST 31, 2019

TABLE OF CONTENTS

PREAMBLE	4
ARTICLE I - ADMINISTRATION OF CONTRACT	
SECTION A - PURPOSE	5
SECTION B - RECOGNITION	5
SECTION C - PROCEDURES	6
SECTION D - AGREEMENT	7
SECTION E - DISTRIBUTION OF AGREEMENT	7
SECTION F - AMENDMENTS	7
SECTION G - CONFORMITY TO LAW - SAVING CLAUSE	7
SECTION H - LENGTH OF COLLECTIVE BARGAINING AGREEMENT	7
ARTICLE II - DUES DEDUCTIONS AND REPRESENTATION FEES	
SECTION A - NOTICE OF DUES ASSESSMENT	8
SECTION B - MEMBERSHIP DEDUCTION	9
SECTION C - REPRESENTATION FEE DEDUCTIONS	9
SECTION D - CHARITABLE ORGANIZATION DEDUCTIONS	9
ARTICLE III - PERSONNEL	
SECTION A - PERSONNEL FILES	10
SECTION B - ACADEMIC FREEDOM	10
SECTION C - INSURANCE BENEFITS	10
SECTION D - LENGTH OF THE WORK DAY	12
SECTION E - ATTENDANCE AT MEETINGS AND CONFERENCES	12
SECTION F - SICK LEAVE	13
SECTION G - EMPLOYEES ATTENDANCE INCENTIVE PROGRAM	13
SECTION H - PERSONAL LEAVE (NOT BEREAVEMENT OR EMERG)	13
SECTION I - BEREAVEMENT	14
SECTION J - FAMILY LEAVE	14
SECTION K - CONTRACTS	16
SECTION L - RIGHT TO DUE PROCESS	16
SECTION M - COMPENSATION COMPLIANCE	17
ARTICLE IV - INSTRUCTION	
SECTION A - IN SERVICE PROGRAMS	17
SECTION B - CURRICULUM / PROF DEVELOPMENT	18
SECTION C - CLASSROOM LOADS	18
SECTION D - EVALUATION (See Appendix H)	18
SECTION E - PREPARATION AND PLANNING	18
SECTION F - RIF POLICY (See Appendix F)	20
SECTION G - TEACHER REVITALIZATION	20
SECTION H - COMMITTEE WORK	20
SECTION I - ADDITIONAL WORK PROJECTS	20

APPENDIXES

APPENDIX A

DUES CHECK-OFF AUTHORIZATION AND ASSIGNMENT 21

APPENDIX B

REPRESENTATION FEES CHECK-OFF AUTHORIZATION 22

APPENDIX C

SALARY SCHEDULE 23

APPENDIX D

EXTRA CURRICULAR SALARY SCHEDULE 24

APPENDIX E

STATEMENT OF PROCEDURE FOR ADJUSTING GRIEVANCES 24

APPENDIX F

CERTIFICATED STAFF REDUCTION POLICY 30

APPENDIX G

STUDENT CALENDAR 32

APPENDIX H

TEACHER EVALUATION 33

PREAMBLE

This Collective Bargaining Agreement entered into this 15^h day of June, 2015 by and between the South Bend School District No. 118, hereinafter called the "District," acting by and through its superintendent and Board of Directors, hereinafter called the "Board," and the South Bend Education Association hereinafter called the "Association."

WHEREAS, the board and the Association have a statutory obligation pursuant to the Educational Employment Relations Act, Chapter 41.59, Laws of 1975, to bargain in good faith with respect to certain proposals presented in negotiations, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this contract.

It is hereby agreed as follows:

This agreement is in effect from Sept. 1, 2015 through August 31, 2019.

CHAIRMAN, BOARD OF DIRECTORS

PRESIDENT,
SOUTH BEND ED. ASSOCIATION

SUPERINTENDENT

ARTICLE I

ADMINISTRATION OF CONTRACT

SECTION A: PURPOSE

The Board of Directors of the South Bend School District #118 and the South Bend Education Association agree:

1. that the education and well-being of all children is the prime responsibility of the South Bend School District, its staff and the Board of Directors: and the South Bend Education Association.
2. that teaching is a profession requiring maximum utilization of the knowledge and experience of professionally qualified personnel.
3. that the attainment of educational objectives of the District requires a free and open exchange of views between the District's Board and its staff of Certificated employees.
4. that the welfare of the pupils of the District may be strengthened by the establishment of effective channels and procedures of communication between the Board and the representatives of its staff of Certificated employees.

SECTION B: RECOGNITION

1. Pursuant to Chapter 41.59, Laws of 1975, the Board of Directors recognizes the Association, Having won a majority of the votes cast by the Certificated staff, as the exclusive representative of all Certificated staff.* Such representation shall exclude the Superintendent, administrative assistants, principals and substitutes.
2. The Association shall remain the exclusive representative of said employees until such time as another organization has been elected by secret ballot.
3. The Association may not discriminate in its membership on the basis of race, creed, sex, marital status, grade level or subject field.
4. Recognition shall entitle the Association to the use of school bulletin boards, payroll deduction of membership dues, inter-school mail service, and the use of school facilities for meetings.
5. The Association and its affiliates may use district school buildings for meetings and to transact official business on school property at all times when custodians are normally off duty before and after school hours.

*Staff - Defined as any Certificated person working in a position that requires Certificated personnel except the superintendent, principals, substitutes, persons under temporary contract because of someone else's pregnancy and/or illness, and Certificated employees filling known aids' jobs.

SECTION C: PROCEDURES

1. OBTAINING OBJECTIVES

The process described in this agreement is dependent on mutual understanding and cooperation. It, therefore, requires a free and open exchange of views with parties participating in decisions. Both parties agree to meet at a reasonable time and place and to negotiate in good faith effort to reach agreement.

2. REPRESENTATION

Members of the Board, or their designated representatives and representatives named by the Association shall meet for the purpose of negotiating and seeking agreement. No member of the South Bend Education Association shall be used as a negotiator for the Board.

Consultants may be called upon by either party and utilized in the negotiating of any matter being considered by the negotiation team.

3. SUBJECT OF NEGOTIATIONS

The negotiation teams shall negotiate items with regards to hours, wages, and terms and conditions of employment, which are regarded as mandatory.

4. DIRECTING REQUESTS

Requests from the Association for meetings of the negotiating teams shall be made in writing directly to the Superintendent and the Board. Requests from the Board shall be made in writing directly to the President of the Association. Within ten (10) days of the date of request, a mutually convenient time and place shall be set.

Additional meetings shall be agreed upon by the negotiating teams as may be necessary to complete agenda items. Meetings shall be scheduled to avoid conflicts with school duties of Association representatives or released time shall be arranged when meetings are held during school.

5. GROUND RULES:

(A.) The dates will be selected in advance for future sessions (time, length of session, place). The length of the session can be extended by mutual consent of both parties.

(B.) Minutes may be taken at each session.

(C) All proposals and counter proposals should be reviewed at each bargaining session to insure intent and content.

(D) Responses should be made in writing to all proposals and counter proposals.

(E) No outsiders will be included without advance notice of 48 hours or agreement of both parties.

(F) Once a tentative agreement is reached it cannot be withdrawn later without the consent of both parties.

(G) Any ground rule can be suspended by mutual consent.

6. EXCHANGE OF INFORMATION

The Board agrees to furnish the Association, upon reasonable request, non-confidential information, available within the district, as is requested by the Association for developing intelligent, feasible, and constructive proposals in behalf of teachers. This information shall include complete and accurate financial reports and the tentative and final budget for the next school year submitted for study when received by the Superintendent prior to the date of Board action thereon, and information on the level of teachers on the salary schedule.

SECTION D: AGREEMENT

When a collective bargaining agreement is reached, it shall then be made in writing and submitted for ratification to the Board and to the Association. When approved by both parties, it shall be signed by their respective presidents and shall be entered into the official minutes of the Board.

SECTION E: DISTRIBUTION OF AGREEMENT

The employer shall distribute this contract to all Certificated employees copies of this agreement electronically.

SECTION F: AMENDMENTS

Either party desiring changes in the agreement shall notify the other party in writing requesting mutual re-opening. If both parties agree, proposed amendments shall become agenda items for bargaining and are final when ratified by the Board and the Association. By mutual consent, the effective date of any amendment may be set prior to the completion of the current year.

For the duration of the contract:

1. The salary schedule for all certificated employees under this agreement shall be the same as the State Allocation Model. Employees contracted less than full-time shall receive a pro-rata share of salary and benefits. Employees working less than half time will not be eligible for benefits.
2. Bargaining of the student calendar will be consistent with past practice. The District shall work cooperatively with the Association in the development of the calendar, in accordance with the aforementioned past practice.
3. Other subjects currently covered by the Collective Bargaining Agreement will not be raised by the Association in bargaining unless they have been impacted by legislation enacted following the execution of this agreement.
4. Other items can be introduced with mutual consent. These items should be introduced by May 1.
5. Each party will be allowed one re-opener each year of the contract, concerning subjects already included in the contract.
6. Other items not covered by #3 above but necessary as a result of new legislation will be bargained. Such items will not be considered as the re-opener in #5 above.

SECTION G: CONFORMITY TO LAW - SAVING CLAUSE

If any provision of this agreement for any application of this agreement to any Certificated employee or group of Certificated employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

SECTION H: LENGTH OF COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement shall be effective for four years, from Sept. 1, 2015, through August 31, 2019. This contractual agreement will be reopened for negotiation in the event of a double levy failure.

ARTICLE II

DUES DEDUCTIONS AND REPRESENTATION FEES

SECTION A: NOTICE OF DUES ASSESSMENTS

On or before August 25 of each school year the Association shall give written notice to the employer of (a) the dollar amount of dues and assessments of the Association including the National Education Association and the Washington Education Association which dues and assessments are to be deducted and (b) the name of the designated Charitable organization. The total for these deductions shall not be subject to change during the school year.

The deductions authorized above shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. Employees who commence employment after or terminate employment before June shall have their deductions prorated at one tenth (1/10) of the total annual amount for each month employee is employed. The employer agrees promptly to remit directly to the Washington Education Association all moneys so deducted accompanied by a list of employees from when the deduction has been made. A duplicate list shall be promptly provided to the Association as receipt for said transaction. On or before the monthly pay period, the employer shall notify the Association of any changes in said list due to employees entering or leaving the employ of the District.

The Association agrees to reimburse any employees from whose pay dues and assessments or representation fees were deducted, those sums in excess of the total amount due to the Association at that time, provided the Association or its affiliate actually received the excessive amount.

SECTION B: MEMBERSHIP DEDUCTION

Within ten (10) days of their commencement of employment, employees may sign and deliver to the employer an Assignment of Wages Form that is attached hereto and incorporated in this Agreement, (Appendix A) which Form shall authorize deduction of membership dues and assessments of the Association (including the National Education Association and the Washington Education Association). Such authorization shall continue in effect from year to year unless a request of revocation is submitted to the employer and the Association, signed by the employee, and received between August 1 and August 31, preceding the designated school year for which revocation is to take effect. Each month during the school year, the Association agrees to provide the employer with the names of those employees who have joined the Association and paid its dues and assessments by means other than through payroll deduction.

SECTION C: REPRESENTATION FEE DEDUCTIONS

In the event that any employee fails to sign and deliver an Assessment of Wages Form as described herein, the employer agrees to deduct from the salary of such employee a representation fee in an amount equal to membership dues and assessments; however, employees who have joined the Association and paid by means other than payroll deduction, as verified by the monthly Association list, shall not be subject to this deduction. Representation fee deductions shall be handled and transmitted by the employer in the same fashion as membership deductions as provided for in this Article.

SECTION D: CHARITABLE ORGANIZATION DEDUCTIONS

Any employee claiming a bona fide religious objection shall notify the Association and the employer of such objection within (10) days of commencement of employment.

Pending determination of any bona fide religious objection, the employer agrees to deduct from the salary of the employee claiming such objection, an amount equivalent to the Association dues and assessments. However, said moneys shall not be transmitted until such time as the employer is notified that a final

determination pursuant to the Act has been made. In the event that it is finally determined that the employee does not have bona fide religious objection, the employer agrees promptly to remit to the Association all moneys being held.

In the event that an employee has been determined to have a bona fide religious objection to the payment of a representation fee or agency shop fee, said employee shall pay an amount of money equivalent to regular dues and fees to a designated charitable organization as heretofore established by the Association. Within (10) ten days of the commencement of employment or determination of bona fide religious objection, whichever occurs later, said employee may sign and deliver to the employer an assignment of Wages Form which is (Appendix B) attached hereto and incorporated in the Agreement, which shall authorize the deduction of an amount equal to the dues and assessments of the Association including the National Education Association and the Washington Education Association and payment in installments as herein above provided, including any deductions made but not previously transmitted to said designated charitable organization. The employer agrees to remit to the Association each month a list of employees on behalf of whom charitable deductions have been made.

ARTICLE III PERSONNEL

SECTION A: PERSONNEL FILES

1. Employees and former employees, if they so request, shall be permitted to inspect all the contents of their own personnel files kept within the school district as well as employment references leaving the district if requested within 6 months of departure. Anyone, at the employee's request, may be present at the inspection of the contents of the employee's own personnel file. The exception will be only those records that an employee has declared closed. Usually, this determination is made by an employee at the institution granting the employee's degree or certificate.

2. Any derogatory material not shown to a teacher within 10 school days after receipt or composition shall not be allowed as evidence in any grievance or any disciplinary action against an employee.

3. No evaluation, correspondence, or other material making derogatory reference to an employee's or former employee's competence, character, or manner shall be kept or placed on file without the employee's knowledge and opportunity to attach his own comments. Derogatory statements from nonprofessional sources shall not be included in any personnel file.

4. Upon request, a copy of any documents contained in the personnel file shall be afforded the employee at employee's expense.

5. All information placed in the personnel file forming the basis for any reprimand, warning, discipline, or adverse effect, shall be limited to matters and events occurring during the current school year.

6. No derogatory material, except work performance and/or evaluation forms, shall remain in any employee's personnel file for more than three (3) years from the date of entry.

SECTION B: ACADEMIC FREEDOM

1. The Certificated employee must be free to think and to express ideas, free from undue pressures of authority, and free to act within his professional group. Such freedom is to be used judiciously and prudently to the end that it promotes the free exercise of intelligence. The principle of academic freedom for Certificated employees will not supersede the basic responsibilities of the

Certificated employee to the education profession. These responsibilities include: (a) a commitment to democratic tradition as our way of life, and the methods implied in implementing this end; (b) a concern for the welfare, growth and development of children; and (c) an insistence upon objective scholarship.

2. Academic Freedom shall not violate district goals, objectives, policies, and procedures.

SECTION C: INSURANCE BENEFITS

1. The employer shall provide insurance premium payments toward premiums of approved District group insurance programs in accordance with the provisions and options outlined herein. Annual enrollment for employee group insurance programs shall be during the first thirty (30) days of the school year. The enrollment or newly employed employees shall begin with their employment and shall be completed within the time specified by the insuring company. The full payment shall be granted to all full-time and more than half-time employees. One-half (1/2) the full payment shall be granted all half-time employees.

2. The District shall provide to employees at the least the pass through money provided by the state. Starting October 1 of each year, the States' Insurance Benefit Allocation will be contributed to approved insurance programs.

(A) The employer shall first pay the total premiums for Washington Dental Service dental Plan IV and Employee Benefit Coop Vision Plan for Certificated employees and their dependents. The employer shall pay the composite rate.

(B) The Employer shall next pay the composite rate premiums per month for the \$50,000 Occidental Term Life Insurance Plan.

(C) Of the remaining dollars per employee per month, the employee may have the balance applied to Blue Cross Medical Plan.

(D) The District shall contribute not more than the State's Insurance Benefit Allocation (SIBA) per month per full-time equivalent Certificated employee who is covered by this agreement, and a pro-rata portion of the SIBA per month per certificated employee who is less than a full time equivalent certificated employee and is covered by agreement: to provide dental insurance through Washington Dental Service, vision insurance coverage through Employee Benefit Coop, Blue Cross Medical, and Occidental Term Life Insurance Plan. In the event that any employee does not utilize the full amount of District contribution moneys available as described in this section, then the amount not utilized shall be allocated on an equal dollar basis for those other employees who must pay additional moneys above SIBA per month for medical, vision, life insurance, and dental insurance coverage, but in no event shall any employee receive any amount in excess of the amount necessary for employee medical, vision, life insurance, and dental insurance coverage. For purpose of administering this section, all employees desiring insurance coverage by this agreement shall be required to sign up no later than ten (10) working days from the date of ratification and signing of this agreement. For those employees who are newly hired to the District subsequent to (10) working days from the date of ratification and signing of this agreement, the above provisions shall not apply, and for such newly hired employees, the District shall contribute up to the SIBA per month or pro-rated amount of the SIBA per month, based upon the full time equivalency weighing of such newly hired employees, to provide dental and medical insurance coverage as described above.

(E) Carve Out – The District agrees to pay “carve out” set at the rate of \$65.25 in 2015-16 and thereafter. All insurance money from the state designated for the members insurance will be pooled.

3. Approved Insurance programs are those which are agreed to by the Employer and the Association. They are mentioned in paragraph 2 by name.

4. The Employer shall permit deductions for other W.E.A. endorsed insurance and tax sheltered annuity programs.
5. The District shall implement a 125 Plan which allows the employees to shelter from federal income taxes the amount of the insurance premium which is the employees contribution and also participate in VEBA I and VEBA III.

SECTION D: LENGTH OF THE WORK DAY

1. In compliance with the laws of the State of Washington, a half-hour continuous duty free lunch period shall be provided for employees.
2. The staff will be available to students and/or parents one-half hour before and one-half hour after the student workday.
3. In the event the Basic Education law demands additional contact student hours, the South Bend School Board of Directors will meet with the S.B.E.A. Executive Board to accommodate the mandatory adjustments.

SECTION E: ATTENDANCE AT MEETINGS AND CONFERENCES

Leaves of absence without deduction and with reimbursement of certain expenses may be granted to attend professional meetings after written request has been approved by the Superintendent.

SECTION F: SICK LEAVE

At the beginning of each school year, each Certificated employee will be credited with an advance sick leave allowance of 12 days to be used for absence caused by illness, injury, poor health, quarantine, or family illness which necessitates the presence of the employee. Certificated employees shall be informed by July 31 each year as to the total number of sick leave days accumulated, up to at least 180 days as permitted by the RCWs.

Teacher training days are vital to the improvement of district and staff professional development. These six (6) days, which include the 3 days from the modified calendar and the three (3) District financed LID Days, require mandatory attendance by the teacher. Sick days and personal days may not be used for absence on these days. Failure to attend will result in the loss of per diem pay for that day. Medical emergencies will be evaluated by the superintendent and may be honored in some extreme situations.

SECTION G: EMPLOYEES ATTENDANCE INCENTIVE PROGRAM

The attendance incentive program (sick leave buy back) authorized by Substitute Senate Bill No. 3880 of the 1983 Legislature will be available to employees. Implementation of the program will be in accordance with the Revised Code of Washington and the Washington Administrative Code.

SECTION H: PERSONAL LEAVE DAY - NOT BEREAVEMENT OR EMERGENCY

1. Three personal leave days will be awarded at the beginning of each school year to each certificated employee.
2. Certificated employees will provide the substitute with lesson plans.
3. Use of personal days requires administrative approval.

4. Requests for such leave should be made two (2) weeks in advance, but reason for leave need not be stated. Personal leave or sick days shall not be taken on the district paid LID Days, Teacher Training Days as identified by the school calendar or on the first or last day of school.
5. No more than two staff members per building may be gone at the same time for personal leave on any given day. If a person works in both buildings, both principals need to approve the request. In the event of more than two requests, requests will be awarded on a first come, first serve basis.
6. Employees ending the student school year with unused personal days will be paid for them at the rate of \$175 per day.

The superintendent on a case-by-case basis may grant exceptions to the above. Such exceptions shall not establish a precedent or binding practice.

SECTION I: BEREAVEMENT LEAVE

Employees will entitled to a maximum of three (3) days leave with pay for absence caused by the death of an employee's child, spouse, parent, step parent, grandparent, sibling/sibling-in-law or parent in-law. Bereavement leave is non-cumulative. Additional time, which may be required by the employee, shall be deducted from the employee's accrued sick leave up to a limit of five days. Additional approved bereavement days beyond the five days will be without pay.

One day of bereavement shall be awarded for funerals outside of the family structure as defined above. The entire day shall be taken and sick leave will be used.

SECTION J: FAMILY LEAVE:

All requests for Family Medical Family Leave will need to have a written verification from the employee's health care provider

Maternity Leave:

Any employee who is pregnant while employed by the district shall not be required to take maternity leave at any arbitrary time, but shall be allowed to continue teaching as long as she is capable of performing the duties of her job and as long as her physician concurs.

Any employee desiring to exercise maternity leave shall submit such a request in writing to the building principal at least one month prior to the beginning of such leave if possible, if not, then as soon as possible.

The written request shall specify the following:

Date on which maternity leave shall commence.

Date on which maternity leave is expected to terminate.

Statement regarding the number of sick leave days to be applied to such leave. Up to 60 sick leave days following the birth of the child(ren) may be used.

The following stipulations shall govern the granting of maternity leave:

Leave shall be without pay except for that portion covered by sick leave.

Extenuating circumstances may develop that must be verified by a medical practitioner's written statement in which case leave may require extension.

All employment rights shall be maintained during such leave.

Upon return from leave, the employee shall be placed in the position last held and shall return to her position on the salary schedule.

Adoption Leave:

Any employee desiring to exercise adoption leave shall submit such a request in writing to the building principal at least one month prior to the beginning of leave or will follow RCW 49.78.250.

The written leave shall specify the following:

Date on which leave shall commence.

Date on which such leave is expected to terminate.

Statement regarding the number of sick leave days to be applied to such leave. Up to 60 sick leave days following the birth/placement of the child(ren) may be used for children aged birth to four years old.

The following stipulations shall govern the granting of adoption leave:

Each employee shall be granted upon request (2) two days with pay, for the legal proceedings for the adoption. These days can be used from sick leave or personal leave.

Leave shall be without pay except for that portion covered by sick leave.

Extenuating circumstances may arise that must be verified by a medical practitioner's written statement in which case leave may be extended.

All employment rights shall be maintained during such leave.

Upon return from leave, the employee shall be placed in the position last held and shall return to his/her position on the salary schedule.

*Parent or parents adopting a child of an age greater than five years old and who is enrolled as a full time student shall not be afforded the same maternity/adoptive leave as previously outlined above.

Parent or parents adopting a child of an age greater than five years and who is enrolled as a full time student shall be afforded the following leave provisions:

5 sick leave days following the placement of the child(ren). More days can be provided at the discretion of the superintendent on a case by case basis if needed.

If the child is five years old and cannot be enrolled in school due to mental health and/or medical reasons that are beyond the control of the adoptive parents, then those parents shall be afforded the same opportunities as if the child were in the birth to four year old range.

If the child is age five or greater and not enrolled in school solely at the discretion of the parents, then the same provisions apply as if the child were enrolled in school.

Paternity Leave:

In the event of the birth of a child to an employee, or their spouse, up to five sick leave days shall be granted to the employee. The employee may choose to extend this leave by utilizing personal leave days.

This paternity leave shall also apply to the father in the event of an adoption/placement.

In the event of extenuating medical circumstances, (c-section or other emergency) the employee may extend this leave. This extenuating circumstance must be verified with a written statement from a medical practitioner.

For the purposes of Maternity/Adoption/Paternity leave the employee shall have all the rights as they apply as provided in the Family Medical Leave Act of 1993.

Leave for 2 employees in the same family will be granted under RCW 49.78.260.

SECTION K: CONTRACTS

1. The certificated employee salary schedule is included as Appendix C.
2. Extracurricular Salary Schedule (See Appendix D)
3. Extended Contracts: Employees with extended contracts shall be paid at the same daily rate as the rate in their regular contract. The Superintendent shall determine those who are to receive extended contracts.

4. Grievance Procedures - (See Appendix E)

5. Work year - The work year shall consist of 184 days, including one work day prior to the students' first day of school as provided by the Washington State Legislature and the three LID Day sponsored and paid for by the school district. In addition, there will be one optional workday on the day following the students' last day or last staff workday. There will be 2 TRI days. Staff will be paid for that day on a per diem basis. Per diem will be paid at the rate of 1/184 per day (181 days plus the district three paid LID days) of the Certificated employees' salary for the identified per diem.

Up to two district financed LID days will be removed from the contract if and when the state provides funding for staff development / LID days. If the state provides one day of funding then one district paid day will be removed from the contract etc.

Student Calendar (See Appendix G) A committee which includes certificated staff will work with the superintendent to develop a student calendar each year.

Classroom budgets will be given teachers each year to buy basic supplies and materials. These budgets will be determined by the building administrators.

A tentative JH/HS Schedule will be developed and shared with staff by May 25 or three weeks before the end of school. It is recognized that this schedule may change due to staffing or budgetary restraints. There may need to be "Schedule A and Schedule B" due to the above concerns.

Involuntary Transfers: Involuntary transfers cannot occur twice every three years outside of a teacher's P-3, 4-8, or 7-12 assignment area. For example, a 3rd grade teacher cannot be assigned a 5th grade position one year, a 7-12 position the next year and finally a 5th grade position in year three.

SECTION L: RIGHT TO DUE PROCESS

1. No non-provisional teacher shall be non-renewed, RIF'ed, placed on probation or discharged without just and sufficient cause. In the event of any of the aforementioned actions listed in Section 1, the appeal and/or review procedure to be followed will be that prescribed by law (i.e., hearing officer and/or court).
2. No teacher shall be disciplined or otherwise adversely affected (including status of extracurricular contracts) without just and sufficient cause. In the event of any of the aforementioned actions listed in Section 2, the appeal and/or review procedure will be the grievance procedure of this Collective Bargaining Agreement (Appendix E).
3. Except for verbal warnings or reprimands, the specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association at the request of the teacher in writing.
4. Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person will be called to the attention of the teacher within seven (7) school days with the name of the complainant being given, if it is to be used as evidence against the teacher. Any complaint not called to the attention of the teacher may not be used as the basis for any disciplinary action against the teacher.

SECTION M: COMPENSATION COMPLIANCE

If the salary settlement causes the District to exceed the amount and/or percentage of funds authorized by law for employees salaries or causes the District to exceed the amount funded to and received by, the District for employees salaries and fringe benefits and/or compensation, the District shall automatically

adjust employees salaries and compensation to provide full compliance with R.C.W. 28 O. 95 and the State Operating Appropriation Act EMB 1079.

For each year of this Agreement, the parties agree to meet in January (and June if requested by either party) to determine if:

1. The bargaining unit is in compliance with exiting state laws.
2. The unit is out of compliance, confer and make the adjustments necessary to bring the unit back into compliance.
3. The unit is under compliance, adjust the salary schedule base upward to the maximum allowed by the current law.

ARTICLE IV

INSTRUCTION

SECTION A: IN SERVICE PROGRAMS

Attempts will be made to offer classes, in-service programs, and workshops to aid teachers in updating their instructional methods. Teacher training days are vital to the improvement of district and staff professional development. These six (6) days , which include the 3 days from the modified calendar and the district sponsored three (3)LID Days require mandatory attendance by the teacher. Sick days and personal days may not be used for absence on these days. Failure to attend will result in the loss of per diem day for that day. Medical emergencies will be evaluated by the superintendent and may be honored in some extreme situations.

SECTION B: CURRICULUM / PROFESSIONAL DEVELOPMENT

**** This section is suspended until the state fully funds I-728**

The Board shall provide for necessary expenses connected with the curriculum study groups, which are not limited to, but may include extended contracts, workshops, materials and supplies, travel expenses and consultants. The district agrees to budget at least \$200 / year per certificated employee from I-728 funds for the purpose of professional development. These funds will be available to staff for activities based upon building improvement plans.

SECTION C: CLASSROOM LOADS

The district shall make every possible effort to equalize classroom loads with regards to number of students and student abilities.

Academic Preps

JH/HS staff who have four or more academic, core preps will be paid a \$125 stipend per semester.

Special Education Class Loads

Any regular academic classroom teacher who has 5 or more special education students in their classroom shall be entitled to a \$250 stipend per semester. Students must be in the classroom for a minimum of one hour a day and not just on the roster in the case of high needs students. Teachers are expected to work cooperatively with RR instructors in the implementation of education plans, accommodations, attend IEP meetings and turn in a log of time and dates. Stipend will be limited to \$500. Building principals must sign off on log and turn into the district office for approval

SECTION D: EVALUATION

See Appendix H

SECTION E: PREPARATION AND PLANNING

To establish appropriate planning time for teachers, the following will be provided:

1. Each teacher shall receive an average of fifty (50) continuous minutes per day for professional preparation.
2. A morning (before school) duty aide will be provided for the elementary school.
3. A room duty aide and a playground aide will be provided for all elementary school recesses.

Additional classified aide time will be provided elementary teachers in the following instances. Such time will be used to assist the teacher with correcting, photocopying, preparation of materials, etc.

- (1) For teachers with 27 or more FTE students, an additional one hour of aide time per week.
- (2) For teachers in district initiated or requested split or blended classes, with 24 or more students, an additional one hour of aide time.

(C) The District may provide additional time.

(A) The principal may request a teacher to cover a class for an absent or otherwise occupied employee during that planning time. Such an assignment will be paid at the per diem rate per class period. Staff may work cooperatively to cover each other in the event of needing to leave early for appointment's, etc.. These will not be considered as a request by the district.

(B) A teacher may teach a class during the provided planning time upon mutual agreement between administration and teacher. In addition to their regular rate of pay, a sum of \$5500 shall be paid for that school year or prorated in the event it is only for a semester. Teachers may choose to work an extra period for no additional pay.

SECTION F: RIF POLICY (See Appendix F)

SECTION G: TEACHER REVITALIZATION

In the case of vacancies in new or existing positions, favorable consideration will be given to qualified applicants among current employees. All vacancies and new positions shall be posted for at least seven (7) school days before being filled.

SECTION H: COMMITTEE WORK

1. Assignment to work on after school committees shall be voluntary.
2. Remuneration for this additional work will be paid at the rate of \$325 per committee.

SECTION I: ADDITIONAL WORK PROJECTS

1. Additional work projects are classified as District directed, Administrative directed, and Teacher Initiated and are those projects which demand additional work in excess of the 184 day contracts which include any District LID days and the optional day at the end of the year.

(A) District Directed Additional Work Projects are those defined by the South Bend School District Board of Directors annually. One hundred percent participation is expected from those selected..

(B) Teacher Initiated Work Projects are those defined as proposed by certificated staff members, submitted for approval of the Building Administrator and authorized by the Superintendent.

2. Remuneration for additional work project days will be paid at the rate of 1/184 per day of the certificated employee's salary and shall not be less than 1/2 day. Each teacher will have an assured availability of two (2) work project days per year during the life of the contract which includes "A" below.

(A) Classroom teachers may request at least one project day, for time spent beyond the contract year and/or hours, for preparation of their classroom, classroom materials, and classroom curriculum. The District may require appropriate proof of time spent to accomplish such work.

(B) For the life of this contract the district will provide a sum of \$800 per certificated employee for time spent outside of the school day in performance of their duties each year. These outside duties will include, but not be limited to parent nights, student led conferences, parent teacher nights, concerts, etc.. Building administrators will communicate and work with staff to determine dates of events in a timely manner.

3. Additional work project days may be approved by the principal and superintendent.

4. Teachers with 15+ years of experience will receive a \$400 longevity stipend.

APPENDIX A

**SOUTH BEND EDUCATION ASSOCIATION
DUES CHECK-OFF AUTHORIZATION AND ASSIGNMENT**

NAME: _____

ADDRESS: _____

CITY: _____ ZIP: _____

TO: South Bend School District:

I, the undersigned, acknowledge that I am a member of the South Bend Education Association, an affiliate of the Washington Education Association and the National Education Association. I hereby authorize you as my employer to deduct from my salary and to pay to the Washington Education Association membership dues in such amounts as the Association may certify as due and owing by me in accordance with its constitution.

I agree that this authorization and assignment shall be irrevocable for the current school year and shall be automatically renewed each year thereafter unless written notice or revocation is given by me to you and South Bend Education Association between August 1 and August 31 of any calendar year and further agree that my revocation shall be effective on August 31 of the year in which notice of revocation is given.

DATE

SIGNATURE

APPENDIX B

**REPRESENTATION FEES CHECK-OFF
AUTHORIZATION AND ASSESSMENT**

NAME: _____

ADDRESS: _____

CITY: _____ ZIP: _____

TO: SOUTH BEND SCHOOL DISTRICT

I, the undersigned, hereby authorize you, as my employer, to deduct from my salary and pay to the _____ charitable organization representation fees equivalent in amount to the membership dues and assessments as certified by the Association.

I agree that this authorization and assignment shall be irrevocable for the current school year and shall be automatically renewed each year thereafter unless written notice of revocation is given by me to you and the South Bend Education Association between August 1 and August 31 of any calendar year and further agree that my revocation shall be effective on August 31 of the year in which notice of revocation is given.

DATE

SIGNATURE

APPENDIX C

SALARY SCHEDULE

NOTES:

1. All employees covered by the collective bargaining agreement shall be paid only the amount listed on the salary schedule.

2. Yearly increases in hourly wages for teachers involved in driver education will be computed on the basis of average percentage increase. The computational method is as follows: Previous year dollar per hour X Salary increase of base X average salary factor = new dollar per hour amount.

3. In computing the number of additional college credits for salary purposes, the date a person receives a bachelor or master degree in education will be the starting point. Credits earned in excess of those needed for a degree will not be counted.

4. In computing steps for longevity, an individual can only move one incremental step a year.

5. Credit for out-of-state teaching experience shall be counted as follows: Full credit for up to four years of experience. One-half credit for out-of-state experience beyond four years to a maximum of ten years in all.

6. A half year (90 student days) of teaching experience will count as a whole year when establishing longevity steps.

7. Ten (10) SPI approved clock hours will count as one (1) quarter hour.

APPENDIX D

EXTRA CURRICULAR SALARY SCHEDULE

	0-4YR	5-9YR	10+YR
HIGH SCHOOL			
O-Band-Pep Band	3000	3900	4800
Knowledge Bowl	1100	1100	1400
National Jr. High Honor Society	800	800	800
National H.S. Honor Society	1100	1100	1100
Drama	1200	1300	1400
Key Club	1000	1100	1200
Senior Class Advisor	1400	1400	1600
Junior Class Advisor	1100	1100	1300
Sophomore Class Advisor	800	800	1100
Freshmen Class Advisor	800	800	1100

APPENDIX E

STATEMENT OF PROCEDURE FOR ADJUSTING GRIEVANCES

**I
PURPOSE**

The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of grievances of the recognized employee organization, the individual Certificated employees of the South Bend School District #18. It is agreed that it is in the best interest of both parties not to have grievances filed that are superfluous; likewise, it is in the best interest of both parties that grievances be dealt with rapidly and with every effort toward resolution at the lowest level possible.

**II
DEFINITIONS**

As used in this statement:

(A) "Grievance" means a claim by the recognized employee organization or individual Certificated employee, that an agreement between the District and the recognized employee organization, and existing school policy or an established practice has been violated, misinterpreted, misapplied, or applied unevenly or unfairly, and any other point of difference or dissatisfaction arising out of the employment relationship.

(B) Grievant" means the recognized employee organization or a Certificated employee of the District having a grievance; and

(C) "Certificated employee" means any employee of the South Bend School District holding a regular teaching certificate from the State of Washington, except the District's Superintendent, principals; and

(D) "Recognized employee organization" means the South Bend Education Association or such other organization as may hereafter in a majority in an election represent the District's Certificated employees as provided in Educational Employment Relations Act, Chapter 41.59 Laws of 1975; and

(E) "District" means South Bend School District No. 118; and

(F) "Board" Means the District's Board of Directors; and

(G) "Superintendent" means the district's chief administrative officer. "Principals" mean building principal responsible for building units; and

(H) "grievance Review Request form: means a printed form utilized in the process of adjusting grievances under this procedure. A specimen of the Grievance Request Form is attached to this statement at the end.

(I) Words denoting gender shall include the masculine, feminine, and neuter, and words denoting number shall include both the singular and the plural.

III GENERAL CONDITIONS

(A) **Time limits:** The adjustment of grievances shall be accomplished as rapidly as is possible. To that end, the number of days within which each step is prescribed to be accomplished as rapidly as possible. To that end, the number of days within which each step is prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed to be accomplished shall be considered as maximum and every effort shall be made to expedite the process. Under unusual circumstances, the time limits prescribed in this statement may be extended by mutual consent of the grievant and the person or persons by whom his grievance is being considered. To the extent that time limits are expressed in days, the days shall consist of school days except that after June 1st, they shall consist of all weekdays so that the grievance may be adjusted before the close of the school year or as soon thereafter as is possible.

(B) **Representation:** At each formal step in the procedure the grievant may be represented by a representative of the recognized employee organization: however, the organization shall not be obligated to represent any grievant at any step of the procedure and whether it does so shall lie within its sole discretion. Any grievant shall have the right at any time to present grievances and to utilize each step of this procedure with counsel of his own choice and without the intervention of the recognized employee organization so long as the resulting adjustment does not conflict with the terms of any agreement between the District and the recognized employee organization or with existing District policy, or with established District practice, Provided that the recognized employee organization has been given an opportunity to have its representative present at all meetings, hearings, and other proceedings giving rise to the adjustment.

(C) **Confidentiality:** All matters pertaining to specific grievances shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed or divulged by any

participant in the grievance adjusting process or by any employee or director of the District. All documents, communications and records dealing with grievances and their adjustment shall be filed separately from the grievant's personnel file and two years after the adjustment has resulted, all such documents, communications and records, excepting a record of the grievance and the final adjustment thereof, shall be destroyed. If the grievant so requests in writing, a record of the final adjustment of his grievance shall be placed in his personnel file.

(D) Freedom from reprisal: Individuals involved in grievance adjustment proceedings, whether as a grievant, a witness, a representative of the recognized employee organization, or otherwise, shall not suffer any restraint, interference, discrimination, coercion or reprisal on account of their participation in the grievance adjusting process.

(E) Assistance in investigation: During the course of any investigation by the recognized employee organization, either to determine whether it will represent a grievant or to enable it to represent the grievant effectively, the District shall cooperate with the organization and furnish to it such information germane to the grievance as the recognized employee organization may request.

(F) Release from duty: If attendance at any meeting, hearing, appeals or other proceedings relating to the grievance adjusting process, whether as a grievant, a witness, a representative of the recognized employee's absence from his regular duty assignment, he shall be released from such duty assignment without loss of pay or other penalty.

PROCEDURES

Every effort shall be made to resolve grievances, or potential grievances, through free and informal communications between the grievant and his immediate administrative supervisor. However, if such informal processed fail to provide an acceptable adjustment of the grievance, then the grievance may be processed as follows:

STEP 1: The grievant, or at his request the recognized employee organization on his behalf, may submit an executed Grievance Review Request Form to the grievant's immediate administrative supervisor who shall arrange for a meeting to take place within (4) four days after receipt of the form. Others who might contribute to better understanding of the fact and issue or otherwise contribute to an acceptable adjustment of the grievance may be at the meeting. The supervisor shall provide the grievant and the recognized employee organization with a written response to the Grievance Review Request within (2) days after the meeting.

STEP 2: If the grievance is not adjusted at STEP 1 to the satisfaction of the grievant, then the grievant, or at his request the recognized employee organization acting on his behalf, may refer the grievance to the superintendent within six (6) days after receipt of the answer prescribed in step 1 or within eight (8) after the meeting prescribed in step 1 is held, whichever is the later. The Superintendent shall arrange to meet with the grievant and with representatives of the recognized employee organization within four (4) days after the receipt of the grievance.

If a demand for arbitration is not filed within (15) days of the date on which the meeting prescribed in Step 2 is held, then the grievance shall be deemed withdrawn.

STEP 3: Arbitration. In the event the person bringing the grievance is not satisfied at step two, or in the event no solution is reached within ten days after he or his employee organization has first met with the superintendent, the grievant and superintendent shall select one person from the local or immediate adjacent communities who is mutually acceptable for binding arbitration of the grievance. If one person cannot be found who is mutually acceptable, the superintendent shall select one person from the local or immediate adjacent communities who is mutually acceptable to represent him. The two representatives shall select a third party from the local or immediate adjacent communities who is mutually agreeable to them for binding arbitration.

The arbitrator or the arbitration committee shall be sent a letter (by the grievance committee of the association and/or superintendent) stating the pertinent facts relative to the grievance and shall be accompanied by all official documentation accumulated at prior steps within the grievance policy. Neither the District nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator or arbitration committee which has not been disclosed to the other previously. The arbitration committee grievance decision shall be binding on both parties. The School District shall within 10 days act in accordance with the recommendation of the arbiter or the arbitration committee. All expenses incurred resulting from binding arbitration shall be shared equally by the employee organization and the school district.

DEVIATIONS FROM PROCEDURE

By agreement of the grievant and the Superintendent, Step 1 of this procedure or Step 2 of this procedure, or both Steps 1 and 2 of the procedure, may be bypassed and the grievance initiated at the next step level. Grievances involving the recognized employee organization and grievances involving an administrator above the level of building principal may be initiated at Step 2 at the sole option of the grievant.

EXCLUSION OF CERTAIN MATTERS

Matters for which another method of review is required by law shall be excluded from this grievance procedure.

Grievances on the non-renewal of provisional employees shall not proceed to arbitration.

RIGHT TO DUE PROCESS

1. No non-provisional teacher shall be non-renewed, RIF'ed, placed on probation, or discharged without just and sufficient cause. In the event of any of the aforementioned actions listed in Section 1, the appeal and/or review procedure to be followed will be that prescribed by law (i.e. hearing officer and/or court.).

2. No teacher shall be disciplined or otherwise adversely affected (including status of extra-curricular contracts) without just and sufficient cause. In the event of any of the aforementioned actions listed in Section 2, the appeal and/or review procedure will be the grievance procedure of this Collective Bargaining Agreement. (Appendix E).

3. Except for verbal warnings or reprimands, the specific grounds forming the basis for disciplinary action will be made available to the teacher and the Association at the request of the teacher in writing.

4. Any complaint mad against a teacher or person for whom the teacher is administratively responsible, by any parent, student, or other person will be called to the attention of the teacher within ten (10) days with the name of the complainant being given if it is to be used as evidence against the teacher. Any complaint not called to the attention of the teacher may not be used as the basis for any disciplinary action against the teacher.

GRIEVANCE REVIEW REQUEST

This form is to be utilized in initiating a grievance review pursuant to the procedure for adjusting grievances adopted by the District's Board of Directors.

The completed, signed Grievance Review Request must be submitted in presenting a grievance at Steps 1, 2, and 4. The form must be addressed and delivered to the appropriate administrative supervisor at Step 1, and to the Superintendent at Steps 2 and 4.

TO: _____
NAME TITLE

Grievant's Name _____

Address _____

Home Phone _____

Position (or Title) _____

School _____ Department _____

1. Consistent with the procedure for adjusting grievances, I have taken the following actions:
(Indicate specifically by name and title who has officially reviewed the grievance to date.)

STEP 1 _____

STEP 2 _____

2. The nature of my grievance is: (use reverse side if necessary)

3. The adjustment I am recommending and seeking is:

Signature _____ Date _____

APPENDIX F

CERTIFICATED STAFF REDUCTION POLICY

The necessity for and the extent of Staff reduction will be determined by the board of Directors after receiving the recommendation of the Superintendent and his staff. The following, in the order listed, will be the factors considered in determining the educational program or service to be provided in educational program or service.

A. Educational Program or Service

In making a recommendation on the educational program or service to be provided the district, the Superintendent and his staff shall give consideration to the following factors:

1. The needs of students as developed by historical subject enrollments of students, requirements for graduation W A C 180-56-030, requirements for accreditation, and minimum program requirements in accordance with 180-16-165.
2. The funds available for the implementation of the educational program or service.
3. The curriculum offerings based on the material developed under subdivisions 1 and 2 above.
4. The positions needed to operate the educational program or service developed under subdivisions 1, 2, and 3 above.

B. Certificated Staff

If an educational program or service in the district is to be reduced, modified, or eliminated, the Superintendent and his staff shall develop a list of Certificated employees to be recommended to the Board of Directors for retention by the District to fill the positions needed to operate the educational program or service. The following criteria shall be applied in the order in which it is listed to the teaching staff and to the administrative and support staff in developing the list of Certificated employees.

I. Teaching Staff

A. Certificate - A teacher shall possess an appropriate valid Washington State Certificate for the particular position being filled.

B. Preparation- College Training and Experience

- (1) **P-3** A person must have a major, or 35 quarter hours in elementary education. The requirement of college preparation shall be waived for any Certificated employees if he or she has taught in the elementary program for one of the four previous years.
- (2) **4-6** A person must have a major, or minor, or 35 quarter hours in elementary education. The requirement of college preparation shall be waived for any Certificated employee if he or she has taught in the elementary program for one of the four previous years.
- (3) **7-12** A person must have college training or teaching experience in at least 60 per cent of the subject areas (3 out of 5 period day) for a secondary teaching position. College training to be defined as a minimum of 9 quarter hours.

(4) Special Education In order to qualify as a Special Education teacher, the Certificated employee must meet the requirements set forth by the Superintendent of Public Instruction in WAC 392-171-115 as now or hereinafter amended.

C. Length of Service

When more than one person qualifies for a particular position under the criteria listed above, the teacher who has the greatest length of service, in whole years, as a teacher in Washington State shall be given the position.

D. Additional Preparation

When more than one person qualifies for a particular position under the criteria listed above, the person who has achieved the greatest number of quarter hours of college credit after receipt of a bachelor's degree shall be given the position.

III. Supportive Staff

A. Definition

The supportive staff shall consist of psychologists, and communications disorder specialists.

B. Certification

Supportive staff members with a continuing educational staff associate credential then holding a position as such shall be selected over supportive staff members with a temporary or an Initial staff associate credential. Supportive staff members shall have the special credential or certificate required for the particular position.

C. Length of Service

When more than one person qualifies for a particular supportive staff position under the criteria listed above, the person with the greatest length of service in the supportive staff position shall be given the position.

D. Additional Preparation

When more than one person qualifies for a particular position under the criteria listed above, the person who has achieved the greatest number of quarter hours of college credit beyond a bachelor degree shall be given the position.

IV. Board Review and Action

The Board of Directors shall review the recommendation of the Superintendent. After review, the Board shall take such action as may be necessary and such notice shall be given Certificated staff members as required by law. All Certificated employees who receive notice of probable cause will be placed in a district employment pool and will be considered for any vacancy in the district which thereafter occurs unless qualified employees are not available for a particular position in the employment pool. In filling any vacancy, the same criteria specified above shall be used. The term "vacancy" shall be liberally construed and shall include all positions that may become available for any reasons. All Certificated employees will be retained in the district employment pool for a period of two years with period ending on June 30th. In addition all teachers affected by the Reduction in Force will be placed on the substitute teacher's list and will be considered first for employment as a substitute.

A person who is retained under the curtailed program may choose to take a leave of absence for one school year with a guarantee of returning at the end of the leave of absence, unless given notice of probable cause for his or her nonrenewal as required by law. This leave of absence must have the approval of the Board of Directors. The "vacancy" created shall be filled in accordance with the above provision.

APPENDIX G

STUDENT CALENDAR

This Appendix shall be distributed each year after final Board Approval.

APPENDIX H

EVALUATION

Practicing Philosophy and Purpose of Personnel Evaluation

The primary purpose of a program of evaluation should be the improvement of instruction. Evaluation should be positive, developmental, and a continuous process based on established criteria involving employees and their evaluators in a growth relationship. It is intended that students will be the chief beneficiaries when teachers, librarians, and educational staff associates are evaluated.

For evaluation to serve the purpose of improving performance, it is essential that criteria exist and be known and understood by those to be evaluated, as well as those doing the evaluating. The evaluation process should provide for the participation of the individual being assessed; and for the necessary inservice or assistance required by the individual to improve or enhance his/her professional competency. An important assumption in evaluation is that people desire to change and grow in effectiveness as professionals.

In addition, the evaluation system is designed to recognize strengths, encourage improvements, and stimulate growth.

Procedures for Evaluation

1. All certificated staff shall be evaluated each school year by their principal(s) or the principal's designee.
2. Within four (4) weeks of the beginning of school, each building principal will hold a general teachers' meeting and/or individual conferences to review the evaluation criteria and procedures.
3. A minimum of two (2) formal observations will be made for each teacher with a total visitation time of not less than sixty minutes each school year. Following each observation, the principal or other evaluator shall document the results of the observation in writing and shall provide the employee with a copy of the observation in writing within four (4) days.
4. After an observation, the teacher or principal may request a post-observation conference during which the observation and/or the teacher's performance may be discussed. During this conference, the teacher may request clarification of the evaluation and the principal may suggest a plan for improving the teacher's performance.
5. Each certificated classroom teacher and certificated support personnel will be given an annual evaluation in a private conference prior to the 15th of May using the District's evaluation forms. The certificated person is to be given a copy of the evaluation during the conference. The certificated person should sign the report indicating he or she has read it, discussed it with the principal, and has received a copy. The signature does not imply agreement. If the certificated person is in disagreement with the evaluation, he/she may write a report stating the area of disagreement. This report will be attached to and filed with the evaluation.
6. All annual evaluation reports are to be forwarded to the Superintendent prior to May 30. After review, the reports will be filed according to the personnel policy contained in this Collective Bargaining Agreement.

Observation of New Employees

New employees shall be evaluated at least once for a total observation time of thirty minutes during the first ninety calendar days of their employment.

Probation

1. If the evaluator concludes, in accordance with the District's procedures and criteria for evaluating certificated employees, an employee's work is unsatisfactory, the evaluator shall recommend to the Superintendent on or before February 1 of each year that the employee be placed on probation.
2. On or before February of each year, every teacher whose work is judged unsatisfactory based on District evaluation criteria shall be notified in writing of stated specific areas of deficiencies along with a suggested specific reasonable program for improvement and the expected level of satisfactory performance.
3. A probationary period shall be established beginning on or before February 1 and ending no later than May 1. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be made by the Superintendent.
4. During the probationary period, the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee and document such.
5. The evaluator may authorize one additional administrator to evaluate the probationer and to aid the employee in improving his or her areas of deficiency.
6. The probationer may be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her improvement program. Lack of necessary improvement shall be specifically documented in writing with notification to the probationer and shall constitute grounds for a finding of probable cause under RCW 28A.405.300 or RCW 28A.405.210.
7. Copies of the Teacher Deficiency Report shall be kept in the teacher's file according to the personnel policy contained in this Collective Bargaining Agreement.

Evaluation Criteria - Certificated Classroom Teachers

Criteria 1: Instructional Skills: The certificated classroom teacher demonstrates, in his or her performance, a competent level of knowledge and skill in designing and conducting an instructional experience.

The teacher:

1. identifies the learning needs of individual students and adjusts instruction, when needed, to meet those needs.
2. establishes learning objectives/outcomes consistent with individual pupil learning needs and with the District learning objectives and goals.
3. develops and presents in a sequential manner valid unit and lesson objectives for learners and subjects,

4. uses appropriate and varied teaching techniques, activities, resources, and materials that encourage students to analyze, create, and think independently.
5. conducts/implements the instructional plans/experiences.
6. assesses the pupil's learning/achievement of outcomes and uses the resultant data in the design of future instructional experiences.
7. encourages learners to assess their own achievement.
8. identifies and implements school district goals, objectives and policies which affect/influence instructional decisions, curricular outcomes, school and classroom procedures, etc.
9. corrects and returns student work in a timely manner.
10. speaks clearly and distinctly while using correct English in the classroom.

Criteria 2. Classroom Management: The classroom teacher demonstrates, in his or her performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

The Teacher:

1. selects, creates, and uses instructional/curricular materials and media appropriate to pupil(s), subject matter, and the objectives/outcomes to be achieved.
2. organizes the physical setting so that it contributes to learning.
3. identifies and appropriately uses instructional resources available throughout the school district and the community.
4. organizes individual, small group or large group learning experiences as appropriate to the pupil(s), subject matter, and outcomes desired.
5. provides a classroom climate conducive to student learning; provides appropriate intrinsic incentives, reinforcements and rewards.
6. paces instruction flexibly, in terms of feedback from learner behavior; demonstrates positive interpersonal relationships with learners.
7. establishes motivational techniques specific to the learner and subject area.
8. listens to student's views and encourages divergent student viewpoints.
9. provides opportunities for and encourages students to develop and use leadership skills.
10. encourages student in self direction, independence and formation of their own goals.
11. manages time well and is punctual.

Criteria 3: Professional Preparation and Scholarship: The certificated classroom teacher exhibits, in his or her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching and a commitment to education as a profession.

The teacher:

1. keeps informed of current educational trends, practices, curriculum, and methodology in his/her primary field.
2. implements school-wide curricula.
3. works cooperatively with professional colleagues and supervisors.
4. deals with personal information and communications with students, parents, and school personnel in an ethical and professional manner.
5. follows Superintendent of Public Instruction (OSPI) and School Board Policies and Guidelines.

Criteria 4: Effort Toward Improvement When Needed: The certificated classroom teacher demonstrates an awareness of his or her limitations and strengths, and demonstrates continued professional growth.

The teacher:

1. participates in self-evaluation which focuses on employee goals for the school year.
2. makes appropriate referrals of students to special services provided by the district.
3. accepts and responds professionally to constructive assistance from administrators, teachers, and support personnel.
4. participates in professional and/or inservice training that leads to continued professional growth.

Criteria 5: The Handling of Student Discipline and Attendant Problems: The certificated classroom teacher demonstrates the ability to manage the non-instructional, human dynamics in the educational setting.

The teacher:

1. recognizes and attends to conditions which may lead to disciplinary problems.
2. establishes clear parameters for student “in-classroom” conduct and makes known these expectations.
3. establishes workable approaches for controlling learner disruptions.
4. develops appropriate strategies for preventing disciplinary problems.
5. responds appropriately to disciplinary problems when they occur.
6. resolves discipline problems in accordance with due process, laws, school board policies and administrative regulations and policies.
7. assists students toward self discipline and acceptable standards of student behavior.

8. assists in maintaining control and enforcing rules when students are subject to school rules.
9. enlists the assistance of parents, administrators, and other support personnel when necessary.

Criteria 6: Interest in Teaching Pupils: The certificated classroom teacher demonstrates an understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics. The teacher demonstrates enthusiasm for or enjoyment in working with pupils.

The teacher:

1. demonstrates enthusiasm for and enjoyment in working with students.
2. recognizes the individual characteristics of each student.
3. is sensitive to the needs of students.
4. maintains a willingness to help students.
5. provides praise and positive reinforcement.
6. provides opportunities for each student regardless of the level of student ability, background, race, sex, or other factors.

Criteria 7: Knowledge of Subject Matter: The certificated classroom teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).

The teacher:

1. demonstrates a depth of knowledge in his/her primary subject matter area.
2. keeps abreast of new developments, ideas, and events in the subject matter area(s).
3. shows enthusiasm for and interest in the subjects taught as reflected in continual professional development.
4. demonstrates a breadth of knowledge in general education/liberal arts or the pursuit of such knowledge.
5. demonstrates evidence of planning, good organization, and knowledge of scope and sequence of subject matter.

Criteria 8: Teacher Relationship with Parents and Staff: The teacher demonstrates the ability to promote positive personal interaction with those adults which surround teaching.

The teacher:

1. interacts effectively with parents, administrators, and peers in the field of education.
2. initiates contacts with parents.

3. keeps parents, students, administrators and other staff members informed about student and class activities.
4. provides prompt response to parental requests.
5. attends (during the regular work day or other contracted hours) staff meetings and other such professional work contributing to effective school service as may be required by the principal, superintendent, or the Board of Directors.

Evaluation Criteria - Certificated Support Personnel

Criteria 1: Knowledge and Scholarship in Special Field:

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

The specialized education support person:

1. provides a theoretical rationale for the use of various procedures.
2. demonstrates an understanding of the basic principles of human growth and development.
3. demonstrates an awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals.
4. relates to and applies knowledge, research findings and theory to the development of a program of services for students.

The library/media specialist:

1. demonstrates an understanding of the basic principles of human growth and development.
2. applies professional knowledge to the development of a program of services.
3. demonstrates educational and professional skills.

The counselor:

1. demonstrates an understanding of the basic principles of human growth and development.
2. provides a theoretical rationale for the use of various counseling procedures.
3. relates and applies knowledge, research, and theory of the counseling specialty to the development of a program of services.

Criteria 2. Specialized Skills:

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

The specialized education person:

1. designs and conducts a program providing specific and unique services within the individual's specific discipline.
2. demonstrates the ability to synthesize and integrate testing and non-testing data concerning the student.
3. helps others involved with the student interpret and use data appropriately and accurately.
4. helps other specialists by providing case study materials.
5. administers assessment procedures or organizes and prepares those who will administer assessment procedures.
6. demonstrates the ability to assist teachers and administrators integrate specialized information into the regular curricular program.
7. develops goals and objectives consistent with district-level goals and objectives which will facilitate the implementation of programs and services.

The library/media specialist:

1. designs and conducts a program providing specific library/media services.
2. helps students and teachers to locate, integrate and assimilate data.
3. demonstrates the ability to assist teachers and administrators integrate specialized library/media information into the regular curricular program.
4. assists with independent study, reference, and research work of small and large groups.

The counselor:

1. demonstrates the ability to work with the total range of students, parents, and professional staff.
2. demonstrates effective oral and written communication skills.
3. administers and interprets standardized tests and other evaluative instruments.
4. uses a variety of techniques such as, but not limited to, paraphrasing, listening, discussing, and problem solving.

Criteria 3. Management of Special and Technical Environment:

Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment, and environment essential to the specialized programs.

The specialized education person:

1. selects or recommends testing and non-testing devices, materials, and equipment appropriate to the students' needs.
2. demonstrates the use and an understanding of the limitations and restrictions of devices, materials and procedures, etc., essential to the specialized programs.
3. uses comparative and interpretive data.
4. creates an environment which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and local district policies.

The librarian/media specialist:

1. allocates funds within assigned budgets that will insure the most efficient utilization of their use for inventory improvement.
2. develops a system of materials control for the library/media center.
3. oversees a program of maintenance of materials.
4. facilitates an attractive, orderly environment.
5. maintains a system of educational material inventory for the library/media center.

The counselor:

1. develops a schedule of counseling activities to provide a sound guidance program for all student seeking help with personal, vocational, and educational problems.
2. provides specific operational counseling and/or guidance objectives for the school year.
3. maintains confidential records, as necessary, reflecting ongoing counseling/guidance programs with individual groups of students, parents, staff and other significant community agencies.
4. incorporates information from testing, observations, parents, teachers, significant others in developing programs or plans of action for individual students.
5. supervises the orientation of students to the next higher grade level and to post-high school placement.
6. coordinates the process for identification of students with educational handicaps and reports these to appropriate district personnel.
7. consults with teachers and the building principal with respect to development of the curriculum to meet the identified needs of students.
8. coordinates the effort necessary for the referral of students to special in-district and out-of-district services.

Criteria 4: The Support Person as a Professional:

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

The specialized education person:

1. demonstrates awareness of the law as it relates to his/her area of specialization.
2. demonstrates awareness of responsibilities to students, parents, and other educational personnel as defined by the Professional Code of Conduct and by the professional code of ethics supported by the supports person's competence area.
3. demonstrates a commitment to school and professional activities through attendance at local district and state meetings, consortium activities, participation on special committees, etc.
4. demonstrates a commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study.

The library/media specialist:

1. demonstrates an awareness of the laws and policies relating to library work.
2. demonstrates a commitment to professional activities through course work, literature, professional organizations, and workshops.
3. communicates effectively with students staff and parents.

The counselor:

1. is receptive to change and demonstrates the continual development of strategies to meet specified goals and objectives.
2. stays abreast of current trends through course work, literature, professional organizations and workshops.
3. communicates openly and honestly with students, parents, and staff.
4. demonstrates enthusiasm and self-motivation.
5. demonstrates the ability and knowledge to make appropriate referrals.

Criteria 5: Involvement in Assisting Pupils, Parents, and Educational Personnel:

Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

The specialized education person:

1. consults with other staff, school personnel, students, and parents, concerning the development, coordination, and/or extension of services to those needing specialized programs.
2. plans and develops support programs to serve the preventive and developmental needs of the school population and the special needs for some students.
3. interprets characteristics and needs of students to parents, staff and community, in group and individual settings via oral and written communications.

4. recommends criteria for and assists in the selection of personnel.

The library/media specialist:

1. consults with staff, school personnel, and parents concerning the development, coordination and/or extension of services.
2. provides a support program to serve the needs of the school population.
3. assists the staff in interpreting the needs of students.
4. recommends criteria for and assists in the selection of personnel.
5. assists curriculum committees in the selection of appropriate materials for resource units and curriculum goals and/or guides.
6. plans and contributes to school programs and interest groups.
7. compiles materials lists for groups and individuals.
8. promotes the use of the professional library.
9. recognizes students with reading and/or study problems and seeks ways to help them.

The counselor:

1. consults with other staff, school personnel, students and parents to provide a sound guidance program for all students.
2. plans and develops support programs to serve the preventive and developmental needs of the school personnel.
3. interprets required testing results to parents staff, and community in group and individual settings via oral and written communication.
4. recommends criteria for and assists in the selection of personnel.

Criteria 6: Professional and Personal Attributes the support person must have those personal and professional attributes which demonstrate professional and personal integrity.

The certificated support person (specialized education support personnel, library/media specialists, counselors):

1. speaks clearly and distinctly while using correct English.
2. projects a positive self image.
3. accomplishes appropriate clerical and housekeeping duties.
4. demonstrates empathy and patience.
5. demonstrates tact and enthusiasm.
6. manages time well and is punctual.

Professional Growth Option

At all times during the Professional Growth Option, collaborative interaction, based on trust and confidence, is encouraged. Growth is the desired outcome and the Professional Growth Option should not represent a threat.

Requirements

1. The Professional Growth Option (PGO) shall be available and shall be voluntary to teachers who have successfully completed four years of satisfactory evaluations in the South Bend School District
2. A person must be evaluated via the summative program every three (3) years.
3. PGO shall encourage professional growth through goal setting and shall involve the teacher and the administrator in cooperative discussions, planning and collegial interaction for the accomplishment of goals.
4. The certificated employee shall complete an annual self-assessment, set individual professional goals and develop the outline of a plan for accomplishing them. The plan may include observation and comments by one or more peers of the employee's choice, comments by students and/or comments by parents of students. Comments and observations by peers, students and/or parents shall not be included as part of the certificated employee's permanent records.
5. A statement of the employee's goals shall be maintained by the administration for the current school year.
6. Thirty minutes of documented observation is required.
7. During the spring, new potential PGO participants for the following year will be identified and shall commit to attend an inservice regarding goal setting, communication and the improvement of instruction. Tentative goals will be established at this time after cooperative discussions between the teacher and the administrator. This will allow individuals, where applicable, to plan summer activities related to their potential goals
8. During September and October teacher participants and supervisors shall meet to thoroughly discuss the potential goals and complete the planning worksheet. Teachers should have in mind the goals, the areas to be investigated, resources needed, colleagues to be involved, methods for collecting data and the methods and dates for formally evaluating growth toward the goals. During these meetings, the supervisor shall act as an advisor in order to clarify and refine the goals and the other aspects of the process mentioned above.
9. Throughout the year, the teacher and supervisor shall meet formally and informally to discuss collaboratively the progress on the goals and to refine and update any needs.
10. No later than the end of May a final meeting shall be held to analyze data and review the successes of the goals. At this meeting the Professional Growth Option Verification Form shall be completed and submitted to the district personnel file, the administrator will verify that the employee has met state statutory requirements, and the teacher shall identify the self-evaluation instrument they used.
11. Either the administrator or the teacher may opt for the summative program yearly.

Procedures

1. Depending on the complexity of the goal, teachers may choose one to four goals. One goal in the teaching area is encouraged.
2. A file of all data collected during the PGO process, with the exception of the Professional Growth Option Verification Form shall be maintained by the teacher.
3. The administrator is encouraged to assist in coordinating efforts toward common goals that may exist in the work site. The administrator is further encouraged to disseminate information and resources to teachers that may have bearing on their goals.
4. Peer involvement is heartily encouraged. Teachers may elect to use colleagues, students, and/or comments by parents and students, in observations, data collecting or as collaborators. Teachers may choose to work in teams, department groups. or grade levels.
5. If the person in on the PGO, and the administrator believes they should be on the summative program after the year has processed, the administrator must notify the person in writing of the reason for this decision by March 1.
6. The Administrator acts as a coach, observer, facilitator. and/or data collector.
7. A statement of employee's goals shall be maintained by the administration for the current school year.

Goal Setting

Goal setting is the heart of the PGO option. Through research and practice more is known about effective teaching and the improvement of instruction than five years ago. The following will allow the teacher and the supervisor to establish goals that are designed to increase teacher effectiveness.

Step One - Establish the purpose of goal setting.

The purpose of goal setting (as required by law) in the Professional Growth Option is to focus on activities that will improve teaching skills and student learning, Goals give a workable focus that allows for the connection of descriptive data that is appropriate for use in a formative sense. The number of goals is less important than the quality of the goal(s) that are set.

Step Two - Establish appropriate attitudes toward goal setting

Goals say "This is what the teacher and the supervisor will be looking for together to see if they are reached." It is important to avoid extraneous critiques on criteria other than those established by the goals (obviously there could be certain exceptions to this, particularly in regards to teaching behaviors that could be physically or emotionally damaging to students).

Once goals have been established, they become the parameters which serve to focus the supervisor on what is happening in the classroom situation.

Step Three - Prioritizing goals

While allowing for flexibility in determining what would be most appropriate in each situation, it is important to have a framework to use in determining what kinds of goals would be more worthwhile.

There seem to be three general categories of goals that teachers and supervisors may set. They are prioritized based upon the assumption that since the average teacher/supervisor contact during an evaluation period is less than 1% of the teacher's time in the building, the highest priorities should be

those which would seem to pay the greatest dividends in regard to teacher growth for the amount of time expended. Priority should be given to teacher goals.

Priority One goals are Teacher Goals

Priority Two goals are Learner Goals

Priority Three goals are program Goals

Step Four - Negotiating Goals

If instructional improvement is the primary purpose of the professional Growth Option, experience clearly indicates the importance of the goal setting activity being a mutually developed, cooperative venture. For experienced teachers this is particularly true. It is the supervisor's responsibility to establish an atmosphere in the conference that will allow both the teacher and supervisor the opportunity to be an equal participant in the process. It is the teacher's responsibility to contribute to the discussion. It is important that both the teacher and the supervisor determine which goals offer the greatest opportunity for commitment on the part of both parties. The primary focus of the Professional Growth Option is to improve the teaching and learning opportunities for children.

SOUTH BEND SCHOOL DISTRICT #118

FORMAL EVALUATION REPORT - CERTIFICATED TEACHER

NAME: _____ TYPE OF EVALUATION: _____ ANNUAL:
90 DAY:
OTHER:

TEACHING ASSIGNMENT:

It is my judgment, based upon adopted criteria, that this certificated employee's overall performance has been (satisfactory/unsatisfactory) during the evaluation period.

Evaluator's Signature

This evaluation is based upon observations which occurred on the dates and for the duration as follows, as a minimum:

CRITERIA: (REFER TO LIST OF ADOPTED CRITERIA) STRENGTHS; WEAKNESSES;
SUGGESTIONS FOR
IMPROVEMENT:

INSTRUCTIONAL SKILLS:

CLASSROOM MANAGEMENT:

PROFESSIONAL PREPARATION & SCHOLARSHIP:

EFFORT TOWARD IMPROVEMENT WHEN NEEDED:

HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS:

INTEREST IN TEACHING STUDENTS:

KNOWLEDGE OF SUBJECT MATTER:

TEACHER RELATIONSHIP WITH PARENTS AND STAFF:

ADDITIONAL COMMENTS:

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

DATE

CERTIFICATED EMPLOYEE

_____ I DISAGREE WITH THIS EVALUATION. (SEE ATTACHMENT)

SOUTH BEND SCHOOL DISTRICT #118

FORMAL EVALUATION REPORT - CERTIFICATED SUPPORT PERSON

NAME:

TYPE OF EVALUATION:

ANNUAL:

90 DAY:

OTHER:

CERTIFICATED SUPPORT ASSIGNMENT:

It is my judgment, based upon adopted criteria, that this certificated employee's overall performance has been (satisfactory/unsatisfactory) during the evaluation period.

Evaluator's Signature

This evaluation is based upon observations which occurred on the dates and for the duration as follows, as a minimum:

CRITERIA: (REFER TO LIST OF ADOPTED CRITERIA) STRENGTHS; WEAKNESSES;
SUGGESTIONS FOR
IMPROVEMENT:

KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD:

SPECIALIZED SKILLS:

MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT:

THE SUPPORT PERSON AS A PROFESSIONAL:

INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL:

PROFESSIONAL AND PERSONAL ATTRIBUTES:

ADDITIONAL COMMENTS:

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

DATE

CERTIFICATED EMPLOYEE

_____ I DISAGREE WITH THIS EVALUATION. (SEE ATTACHMENT)

SOUTH BEND SCHOOL DISTRICT #118

PROFESSIONAL GROWTH OPTION

PLANNING WORKSHEET

Staff Member __ Date _____

Assignment ____ School Year _____

Administrator __

Conference Dates: _____

(To be agreed upon jointly by teacher and Supervisor)

Goal(s):

Objectives, Activities, Procedures, Resources, Timelines etc. for Goal(s) Accomplishment:

Indicators of Goal(s) Attainment:

Staff Member

Date

Supervisor

Date

SOUTH BEND SCHOOL DISTRICT #118

PROFESSIONAL GROWTH OPTION

VERIFICATION FORM

Staff Member _____ Date _____

Assignment _____ School Year _____

Administrator _____

(To be completed by staff person)

Goal(s):

Self-evaluation Instruments used for this Professional Growth Option

Indicators of Goal Attainment

_____ Planning worksheet was completed and activities and progress toward goal attainment were verified.

Staff Member

Date _____

Supervisor

Date